ITEM #5.A

Approval of Minutes of the January 07, 2025 Regular Meeting



REGULAR MEETING OF THE BOARD OF DIRECTORS DEL PASO MANOR WATER DISTRICT

DRAFT MINUTES

DECEMBER 03, 2024 6:00 PM 1817 Maryal Drive, Suite 300, Sacramento 95864

1. CALL TO ORDER:

Vice President Dolk called the meeting to order at 6:00 p.m.

2. ROLL CALL:

Directors Present: Vice President Carl Dolk, Gwynne Pratt, and David Ross

Directors Absent: Bob Matteoli

Vacant Position: One Vacant Position

Staff Present: General Manager Adam Coyan

Office Manager Victoria Hoppe
Certified Accountant Robert Merritt
General Legal Counsel Mona Ebrahimi

A quorum of the Board was present.

3. ADOPTION OF AGENDA: Members may pull an item from the agenda.

Director Ross made a motion to adopt the agenda. The motion was seconded by Director Pratt. The agenda was adopted on a 3 Yes/0 No/1 Absent (Matteoli)/1 Vacancy vote.

4. PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA The Board of Directors welcomes participation at these meetings. Matters under the jurisdiction of the Board that are not posted on the agenda may be addressed by the public, California law prohibits the Board from acting on any matter which is not on the posted agenda, unless the members determines that it is an emergency or other situation specified in Government Code Section 54954.2. Public comments are limited to five (5) minutes per individual. Please make your comments directly to the DPMWD Chair. Comments will be accepted via teleconference and in writing.

Vice President Dolk called for public comment.

Carol Rose submitted written comments, which was read into the record. General Counsel Ebrahimi addressed the comment regarding the stated Brown Act violation.

Trish Harrington asked when the new Board Members were going to be sworn in. General Counsel Ebrahimi explained the election certification timeline and process.

Seeing no further comment, Vice President Dolk closed public comment.

5. **CONSENT CALENDAR:** All items under Consent Calendar will be considered together by one action of the Board, any Member or members of the public may request that an item be removed and considered separately.

(6:07 pm)

Requests were made for items to be discussed and considered separately.

<u>Item 6.A:</u> Approval of Minutes of the September 24, 2024 Joint Public Workshop

<u>Item 6.B:</u> Approval of Minutes of the November 05, 2024 Regular Meeting

Item 6.C: Approval of Warrants and Payroll

Vice President Dolk called for public comment. Seeing no one come forward, he closed public comment.

Item 6.A

Director Ross made a motion to approve the Consent Calendar Item 6.A. The motion was seconded by Director Pratt. The motion was approved on a 3 Yes/0 No/1 Absent (Matteoli)/1 Vacancy vote.

Item 6.B

Director Pratt noted correction to be made to the vote on page 10.

Director Pratt made a motion to approve the Consent Calendar Item 6.B, as corrected. The motion was approved on a 3 Yes/0 No/1 Absent (Matteoli)/1 Vacancy vote.

Item 6.C

Director Ross made a motion to approve the Consent Calendar Item 6.C. The motion was seconded by Director Pratt. The motion was approved on a 3 Yes/0 No/1 Absent (Matteoli)/1 Vacancy vote.

6. PUBLIC HEARING:

There were no Public Hearing items to consider.

7. OLD BUSINESS:

There were no Old Business items to consider.

8. **NEW BUSINESS:**

Item 8.A: Budget to Actuals

(6:12 pm)

Certified Public Accountant Merritt presented the staff report and fielded inquiries from the Board.

Vice President Dolk called for public comment. Seeing no one come forward, he closed public comment.

Item 8.B: Capital Projects Update

(6:16 pm)

Forsgren Associates Representatives presented the update, accompanied by a PowerPoint, and fielded inquiries from the Board.

Vice President Dolk called for public comment.

Beverly Barton provided general comments regarding the presentation.

Seeing no further comment, Vice President Dolk closed public comment.

Forsgren Associates Representatives continued their presentation and continued to filed inquiries from the Board.

Vice President Dolk called for public comment.

Beverly Baron provided general comments regarding the presentation.

Seeing no further comment, Vice President Dolk closed public comment.

Forsgren Associates Representatives and staff continued the presentation and Board deliberation ensued.

Amendment was discussed of amending the task order exceptions notes under the subconsultants section to read "Failure of third parties, not within control of the consultant Forsgren, for exceptions to perform in a timely fashion."

Director Ross made a motion to approve Resolution 24-1203, adding \$975,000 in the current blank space in the resolution and the task order, as amended. The motion was seconded by Director Pratt. The motion was approved on a 3 Yes/0 No/1 Absent (Matteoli)/1 Vacancy vote.

<u>Item 8.C:</u> LAFCo Resolution of Reorganization

(6:48 pm)

General Counsel Ebrahimi presented and reviewed the modified resolution. She fielded inquiry from the Board.

Vice President Dolk called for public comment. Seeing no one come forward, he closed public comment.

General discussion amongst the Board ensued and requested

Director Ross made a motion to approve the Sacramento Suburban Resolution, as amended with modifications approved by Legal Counsel and directed staff to bring back a Del Paso Manor Water District resolution. The motion was seconded by Director Pratt. The motion was approved on a 3 Yes/0 No/1 Absent (Matteoli)/1 Vacancy vote.

9. **DIRECTOR REPORT ON COMMITTEE MEETINGS:** Verbal report

Each Board Member will have 5 minutes to report out on all associated committees

Item 9.A: Director Dolk

American Water Works Association (AWWA)

Association of California Water Agencies (ACWA)

<u>Item 9.B:</u> Director Matteoli

Association of California Water Agencies (ACWA) Agriculture Association of California Water Agencies (ACWA) Groundwater

Sacramento Groundwater Authority (SGA)

Item 9.C: Director Ross

California Rural Water Authority (CRWA)

California Special Districts Association (CSDA)

Item 9.D:

Joint Powers Insurance (JPIA)

Item 9.E: Director Pratt

Regional Water Authority (RWA)

Water Forum

(6:59 pm)

Director Ross provided a brief report on committee meetings attended.

Director Pratt provided a brief report on committee meetings attended.

10. **GENERAL MANAGERS COMMENTS:** Written report

(7:01 pm)

Item 10.A: Staff Report

General Manager Coyan provided an update on general District matters and fielded inquiry from the Board.

Vice President Dolk called for public comment. Seeing no one come forward, he closed public comment.

11. CLOSED SESSION:

There were no Closed Session items to consider.

12.	DIRECTORS COMMENTS: Verbal information, non-action comments.

(7:07 pm)

Director Ross expressed concern of a laundromat using too much water and mess with the fire flow specifications. General Counsel Ebrahimi fielded the concern.

13. **FUTURE AGENDA REQUESTS:** Directors can suggest topics they would like on future agendas (7:14 pm)

Vice President Ross requested a resolution certifying the election and appointment of new Board Members. General Counsel Ebrahimi provided clarification of the election certification process and administration of oath of offices.

Director Ross requested an agenda item to report on the Ad-Hoc Committee.

15. ADJOURNMENT: Next Regular Board of Directors meeting is scheduled for December 03, 2024

Director Pratt made a motion to adjourn. Director Ross seconded the motion. There being no further business, the Board of Directors meeting adjourned at 7:16 p.m.

APPROVAL:	ATTEST:
Carl Dolk Vice President of the Board	Norma I Alley MMC Clerk of the Board

ITEM #5.B

Approval of Minutes of the February 04, 2025 Regular Meeting



REGULAR MEETING OF THE BOARD OF DIRECTORS DEL PASO MANOR WATER DISTRICT

DRAFT MINUTES

February 04, 2025 6:00 PM 1817 Maryal Drive, Suite 300, Sacramento 95864

1. CALL TO ORDER:

President Dolk called the meeting to order at 6:00 p.m.

2. ROLL CALL:

Directors Present: President Carl Dolk, Patricia Harrington, Chuck Mensch,

Gwynne Pratt, and David Ross

Staff Present: General Manager Adam Coyan

Office Manager Victoria Hoppe
Certified Accountant Robert Merritt
Assistant General Counsel Alek Kocher

Assistant General Counsel Jonathan C. Hsieh

Clerk of the Board Norma Alley

A quorum of the Board was present.

3. ADOPTION OF AGENDA: Members may pull an item from the agenda.

Director Pratt made a motion to adopt the agenda. The motion was seconded by Director Harrington. The agenda was adopted by a 5 Yes/0 No vote.

4. CLOSED SESSION:

(6:02 pm)

Public Employee Performance Evaluation pursuant to Gov. Code section 54957: General Manager

Assistant Legal Counsel Kocher introduced the closed session.

President Dolk called for public comment. Seeing no one come forward, he closed public comment.

The Board entered Closed Session at 6:03 p.m. The Regular Meeting reconvened at 6:37 p.m.

DPMWD MINUTES FEBRUARY 04, 2025

Vice President Dolk announced there was no reportable action.

PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA The Board of Directors welcomes participation at these meetings. Matters under the jurisdiction of the Board that are not posted on the agenda may be addressed by the public, California law prohibits the Board from acting on any matter which is not on the posted agenda, unless the members determines that it is an emergency or other situation specified in Government Code Section 54954.2. Public comments are limited to five (5) minutes per individual. Please make your comments directly to the DPMWD Chair. Comments will be accepted via teleconference and in writing.

(6:37 pm)

President Dolk called for public comment.

Kathy Lauer spoke regarding interest earnings, excitement for grant, employee salaries, and Sacramento Local Agency Formation Commission Meeting.

Jacob Senna requested an abandonment of an easement on his property.

Kurt Lauer requested the Board look at the order of business and when to hold closed session.

Marissa Burt requested the Board look at the order of business and when to hold closed session.

Marcy Hutchinson congratulated new members and requested clarification for the process of pubic comment for closed session.

Seeing no further comment, President Dolk closed public comment.

6. **CONSENT CALENDAR:** All items under Consent Calendar will be considered together by one action of the Board, any Member or members of the public may request that an item be removed and considered separately.

(6:47 pm)

Request was made to pull Item 6.A.

Item 6.A: Approval of Minutes of the January 07, 2025 Regular Meeting

Item 6.B: Approval of Warrants and Payroll

President Dolk called for public comment.

Trish Harrington requested Item 6.B be considered separately.

Seeing no further comment, President Dolk closed public comment.

Item 6.A

Director Harrington noted she was nominated as Vice President by Director Dolk and noted "gym" need to be changed to "GM" on Page 6.

President Dolk called for public comment. Seeing no one come forward, he closed public comment.

Director Ross made a motion to approve the Consent Calendar Item 6.A, as amended. The motion was seconded by Director Pratt. The motion was approved by a 5 Yes/0 No vote.

Item 6.B

President Dolk called for public comment. Seeing no one come forward, he closed public comment.

Director Pratt made a motion to approve the Consent Calendar Item 6.B. The motion was seconded by Director Harrington. The motion was approved by a 5 Yes/0 No vote.

7. PUBLIC HEARING:

There were no Public Hearing items to consider.

8. OLD BUSINESS:

There were no Old Business items to consider.

9. **NEW BUSINESS**:

<u>Item 9.A:</u> General Manager Contract Review

General Manager Coyan presented the staff report.

President Dolk called for public comment.

Kathy Lauer provided general comments regarding the presentation.

Marcy Hutchinson provided general comments regarding the presentation.

Marissa Burt provided general comments regarding the presentation.

Emily Hathaway provided general comments regarding the presentation.

Peggy Ball provided general comments regarding the presentation.

Heather Hutchinson provided general comments regarding the presentation.

David Figeroid provided general comments regarding the presentation.

Board Clerk Alley read Carol Rose's written testimony into the record, which provided general comments regarding the presentation.

Board Clerk Alley read Trisha Cumbra's written testimony into the record, which provided general comments regarding the presentation.

Board Clerk Alley read Terri Sacre's written testimony into the record, which provided general comments regarding the presentation.

Roy Wilson provided general comments regarding the presentation.

Seeing no further comments, President Dolk closed public comment.

General Manager Coyan fielded inquiry.

Board discussion ensued regarding consolidation or reorganization considered a means of good cause and severance payment of six months.

President Dolk called for public comment.

Heather Hutchinson provided general comments regarding the presentation.

Marissa Burt provided general comments regarding the presentation.

Kathy Lauer provided general comments regarding the presentation.

David Figeroid provided general comments regarding the presentation.

Marcy Hutchinson provided general comments regarding the presentation.

Seeing no further comment, President Dolk closed public comment.

Assistant General Counsel Kocher and Assistant Geneal Counsel Hsieh fielded inquiries and provided clarification that consolidation or reorganization would not be considered as a good cause for the termination.

Discussion ensued regarding the amendment to be applied to the first two sentences of Section 5.3 and to read "Section 5.3. Termination Without Good Cause or Termination Due to Consolidation/Reorganization. In the event the Board terminates this Agreement without good cause or terminates this agreement due to consolidation/reorganization within three (3) years after the effective date of the original Agreement,...".

Director Pratt made a motion to approve an amendment to the contract to amend Section 5.3. adding language of "termination due to consolidation/reorganization without good cause" as presented in the written report. The motion was seconded by Director Mensch. The motion was approved by a 5 Yes/0 No vote.

Director Ross made a motion to approve an amendment to the contract to amend Section 5.3. changing the severance from three months to six months. The motion was seconded by Director Pratt. The motion failed by a 2 Yes/3 No (Dolk/Harrington/Mensch) vote.

Item 9.B: Budget to Actuals

(7:31 pm)

Certified Public Accountant Merritt presented the staff report and fielded inquiries from the Board.

President Dolk called for public comment.

Roy Wilson provided general comments regarding the presentation.

Marissa Burt provided general comments regarding the presentation.

Seeing no further comments, President Dolk closed public comment.

Certified Public Accountant Merritt fielded inquiry.

<u>Item 9.C:</u> Discuss and Provide Direction on Advisory Committee Functions and Parameters for Reorganization with SSWD

(7:45 pm)

Assistant General Counsel Kocher presented the report.

President Dolk called for public comment.

Roy Wilson provided general comments regarding the presentation.

Beverly Barton provided general comments regarding the presentation.

Seeing no further comments, President Dolk closed public comment.

<u>Item 9.D:</u> Appointment to External Committees

(8:01 pm)

President Dolk noted his appointments as follows:

Organizations:

- 1. American Water Works Association (AWWA) Director Mensch
- 2. Association of California Water Agencies (ACWA) Director Mensch and President Dolk as alternate
- 3. Association of California Water Agencies (ACWA) Agriculture Director Harrington
- 4. Association of California Water Agencies (ACWA) Groundwater Director Harrington
- 5. California Special Districts Association (CSDA) Director Ross
- 6. California Rural Water Authority (CRWA) Director Ross
- 7. Joint Powers Insurance (JPIA) Director Harrington
- 8. Regional Water Authority (RWA) Director Pratt
- 9. Sacramento Groundwater Authority (SGA) Director Pratt
- 10. Water Forum No appointment Made

President Dolk called for public comment.

Marissa Burt provided general comments regarding the appointments.

DPMWD MINUTES FEBRUARY 04, 2025

Seeing no further comments, President Dolk closed public comment.

10. FIELD REPORT:

(8:07 pm)

General Manager Coyan provided an update on general District matters and fielded inquiries from the Board.

President Dolk called for public comment.

Roy Wilson provided general comments regarding the presentation.

Seeing no further comments, President Dolk closed public comment.

General Manager Coyan fielded inquiries from public comment.

11. **DIRECTOR REPORT ON COMMITTEE MEETINGS:** Verbal report

Each Board Member will have 5 minutes to report out on all associated committees

Item 11.A:

American Water Works Association (AWWA)

Association of California Water Agencies (ACWA)

Item 11.B:

Association of California Water Agencies (ACWA) Agriculture

Association of California Water Agencies (ACWA) Groundwater

Sacramento Groundwater Authority (SGA)

Item 11.C:

California Rural Water Authority (CRWA)

California Special Districts Association (CSDA)

Item 11.D:

Joint Powers Insurance (JPIA)

<u>Item 11.E:</u>

Regional Water Authority (RWA)

Water Forum

(8:10 pm)

Director Ross provided a brief report on committee meetings attended.

Director Pratt provided a brief report on committee meetings attended.

12. **GENERAL MANAGERS COMMENTS:** Written report

(8:11 pm)

Item 12.A: Staff Report

General Manager Coyan noted he provided his report under Item 10 Field Report.

13. **DIRECTORS COMMENTS:** Verbal information, non-action comments.

(8:12 pm)

Director Harrington complimented General Manager Coyan on his hard work.

Director Ross inquired regarding alternatives for holding closed session, fire flow with the wildland fires, and interties on Almaroan. He noted he would be gone for the March Board Meeting.

Director Mensch supported staff looking into alternative times or ways of holding closed session.

14. FUTURE AGENDA REQUESTS: Directors can suggest topics they would like on future agendas (8:19 pm)

President Dolk requested staff look into alternate times or means of holding closed session, update from the Banking Committee reporting on the interest rate and LAIF fund transfers, update from the Bylaws Committee reporting on any recommended amendments, and Mr. Senna's easement abatement request.

15. ADJOURNMENT: Next Regular Board of Directors meeting is scheduled for March 04, 2025

Director Ross made a motion to adjourn. Director Pratt seconded the motion. There being no further business, the Board of Directors meeting adjourned at 8:22 p.m.

APPROVAL:	ATTEST:
Carl Dolk President of the Board	Norma L Alley MMC Clerk of the Board

ITEM #5.C

Approval of Warrants and Payroll

Del Paso Manor Water District FEBRUARY 2025 VENDORS PAID

Thanks and	MOLEGIA	F141 C74 4	# ///
VEINDORS INAINIE	DESCRIPTION	AIMOOINI	CHECK #
ACWA JPIA	Health	\$310.56	11130
ACWA JPIA	Worker's Comp, Q2 (10/01/2024 - 12/31/2024)	\$416.86	11131
ADP	Payroll	\$15,157.26	EFT
ADP Taxes	Payroll Taxes	\$8,471.33	EFT
Allora Cleaning, LLC (Formally Legacy Cleaning)	Maryal office	\$200.00	CC
Appletree Answers	Answering service	\$528.58	22
AT&T	Internet; Phone/Fax	\$107.00	23
AT&T	Phone	\$416.69	CC
AT&T	Phone	\$248.55	23
AT&T Mobility	Cell Phones; iPads	\$488.09	22
Bay City Electric Works	Finance Charge	\$7.50	11132
Bay City Electric Works	Storage for Well 9 Emergency Backup Generator (12/23/2024-01/23/2025)	\$500.00	11132
BSK	Labs	\$483.20	11133
BSK	Labs	\$377.60	11133
CalPers	Employee Contribution - Pepra	\$1,208.55	EFT
CalPers	Employee Contribution - Classic	\$3,219.75	EFT
CalPers	Health	\$10,821.64	EFT
CalPers	Unfunded Liability - Classic	\$7,179.83	EFT
CalPers	Unfunded Liability - Pepra	\$42.33	EFT
CalPers	Social Security Administration 218 - Annual Fee	\$70.00	EFT
DEX.YP	Yellow Pages	\$17.00	22
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2024(2D-1 Conceptual Design)	\$7,108.15	11134
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2024 (2D-2 Conceptual Design)	\$5,853.11	11134
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2024 (2D-3 Conceptual Design)	\$5,857.35	11134
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2024 (On Call Services)	\$5,605.00	11134
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2024 (Well 9 Construction Support)	\$14,036.00	11134
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2024 (Chick-Fil-A Support)	\$4,683.75	11134
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2024 (Survey FlightCrosses & Aerial Base Mapping)	\$31,844.00	11134
Kronick, Moskovitz, Tiedemann & Girard	Services Rendered Through December 2024	\$6,085.75	11135
Leaf	Photocopy Machine Lease	\$172.92	EFT
MailRite	Billing Mailhouse (December 2024 Billing & insert)	\$2,663.60	11137
⊴ ∕lunibilling	December 2024 Merchant Fees	\$10.00	11136
Рб&Е	Gas	\$8.32	EFT

Del Paso Manor Water District FEBRUARY 2025 VENDORS PAID

Regional Government Services (RGS)	December 2024 Clerk Services	\$505.47	11138
Robert Merritt	CPA - Services Rendered Through December 2024	\$1,430.00	11139
Sacramento County Utilities	Utilities	\$261.94	EFT
Shane Brown Electric	Well 9 Generator Progess Payment	\$11,875.00	11142
Sierra Chemical Company	Chemicals	\$306.88	11143
Smud	Account# 7000000179	\$6,965.93	11144
Streamline	Website	\$249.00	CC
TAK Communications, Inc.	3619 Winding Creek (Emergency Repair)	\$6,109.72	11145
Uinta Holdings, LLC	March 2025 Rent	\$2,835.00	11146
Umpqua Bank	District Credit Card	\$2,166.77	11147
USA BlueBook	Well Parts	\$1,840.65	11148
VOYA	January 2025 Employee Contribution	\$500.00	11149
Wizix Technology Group, Inc.	Photocopy Machine	\$112.08	CC
MONTHLY TOTAL		\$169,358.71	

Approved at February 04, 2025 Regular Meeting

TOTAL CHECKS ISSUED: 18

PAID VIA CREDIT CARD (CC): 12

PAID VIA ELECTRONIC FUNDS TRANSFER (EFT): 11

* DISTRICT FILES INCLUDES INVOICES BEHIND CREDIT CARD BILL WHICH ARE AVAILABLE FOR REVIEW AT THE DISTRICT OFFICE

Del Paso Manor Water District FEBRUARY 2025 VENDORS PAID

UMPQUA DISTRICT CREDIT CARD - PAID FEBRUARY 2025	D FEBRUARY 2025		
VENDORS NAME	DESCRIPTION	AMOUNT	PAID DATE
Zoom	Cloud Recording	40.00	2/4/2025
Roto-Rooter	4220 Annette Street	1,200.00	02/04/225
Roto-Rooter	2700 Louisiana Street	374.70	2/6/2025
Appletree Answers	Answering service	528.58	2/5/2025
Streamline	Website	249.00	2/5/2025
Allora Cleaning, LLC (Formally Legacy Cleaning) Maryal office	Maryal office	200.00	2/5/2025
AT&T	Phone	416.69	2/5/2025
DEX.YP	Yellow Pages	\$17.00	2/5/2025
Wizix Technology Group, Inc.	Photocopy Machine	\$112.08	2/5/2025
AT&T	Phone	\$248.55	2/14/2025
AT&T Mobility	Cell Phones; iPads	\$488.09	2/14/2025
AT&T	Internet; Phone/Fax	\$107.00	2/18/2025

3,981.69

Del Paso Manor Water District MARCH 2025 VENDORS FOR APPROVAL

VENDORS NAME	DESCRIPTION	AMOUNT	CHECK #
ACWA JPIA	Health	\$310.56	
ADP	Payroll		
ADP Taxes	Payroll Taxes		
Allora Cleaning, LLC (Formally Legacy Cleaning)	Maryal office	\$200.00	
Appletree Answers	Answering service		
AT&T	Internet; Phone/Fax		
АТ&Т	Phone		
AT&T	Phone		
AT&T Mobility	Cell Phones; iPads		
BSK	Labs		
CalPers	Employee Contribution - Classic	\$3,219.75	
CalPers	Employee Contribution - Pepra	\$1,050.91	
CalPers	Health	\$10,821.64	
CalPers	Unfunded Liability - Classic	\$7,179.83	
CalPers	Unfunded Liability - Pepra	\$42.33	
City of Sacramento	Diversion Billing (July - December 2024)	\$3,433.96	
DEX.YP	Yellow Pages	\$17.00	
Forsgren Associates, Inc.	Services Rendered Thru 01/25/2025 (2D-1 Conceptual Design)	\$3,951.28	
Forsgren Associates, Inc.	Services Rendered Thru 01/25/2025 (2D-2 Conceptual Design)	\$3,523.31	
Forsgren Associates, Inc.	Services Rendered Thru 01/25/2025 (2D-3 Conceptual Design)	\$3,463.40	
Forsgren Associates, Inc.	Services Rendered Thru 01/25/2025 (On Call Services)	\$6,905.75	
Forsgren Associates, Inc.	Services Rendered Thru 01/25/2025 (Well 9 Construction Management)	\$6,152.50	
Forsgren Associates, Inc.	Services Rendered Thru 01/25/2025 (Chick-Fil-A Support)	\$692.50	
Forsgren Associates, Inc.	Services Rendered Thru 01/25/2025 (Survey FlightCrosses & Aerial Base Mapping)	\$3,038.00	
Forsgren Associates, Inc.	Services Rendered Thru 01/25/2025 (SRF Funding Application)	\$719.00	
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2024 (Final Design Pipeline Replacement Project 2D)	\$5,633.25	
Forsgren Associates, Inc.	Services Rendered Thru 01/25/2025 (Final Design Pipeline Replacement Project 2D)	\$27,201.50	
Gemini Group	2024 Consumer Confidence Report (CCR)	\$3,596.00	
Kronick, Moskovitz, Tiedemann & Girard	Services Rendered Through January 2025	\$6,948.44	
Leaf	Photocopy Machine Lease		
MailRite	Billing Mailhouse (Janaury 2025 Billing & insert)	\$2,682.57	
<u>q</u> Munibilling	Merchant Annual Reporting Fee	\$245.00	
Munibilling	January 2025 Merchant Fees	\$10.00	

Del Paso Manor Water District MARCH 2025 VENDORS FOR APPROVAL

PG&E	Gas	\$8.32
Regional Government Services (RGS)	January 2025 Clerk Services	\$732.47
Robert Merritt	CPA - Services Rendered Through January 2025	\$1,595.00
Smud	Account# 7000000179	\$6,253.33
Sacramento Suburban Water District (SSWD)	DPMWD Mutual Aid Agreement (January 2025)	\$16,054.19
Sacramento Suburban Water District (SSWD)	SSWD/DPMWD Combination (November / December 2024)	\$2,424.62
Sierra Chemical Company	Chemicals	\$456.00
Sierra Chemical Company	Chemicals	\$364.80
Streamline	Website	\$249.00
TAK Communications, Inc.	2610 Louisiana Street	\$11,770.61
Terrapin Technology Group	Software / Computers	\$591.32
Uinta Holdings, LLC	April 2025 Rent	\$2,835.00
Umpqua Bank	District Credit Card	\$3,981.69
VOYA	February 2025 Emp. Contribution	\$500.00
Wizix Technology Group, Inc.	Photocopy Machine	\$178.79
MONTHLY TOTAL>		\$149,033.62

Del Paso Manor Water District BOD Compensation Expense Summary FEBRUARY 2025

FEBRUARY 2025 MEETINGS		DOLK	HARRINGTON	MENSCH	PRATT	ROSS
Board Meetings						
2/4/2025 DPMWD - Regular Board Meeting		1	1	1	1	1
DPMWD - Special Board Meeting						
2/12/2025 DPMWD/SSWD Joint Board Meeting		1	1	1	1	1
DPMWD - Emergency Board Meeting						
ADHOC Committee Meetings						
Director Compensation Committee Mee	eeting					
02/17/2025 & 2/25/2025 Finance Standing Committee Meeting					2	2
General Counsel Review Committee						
General Manager Evaluation Committee						
LAFCo 2x2 Meeting						
SSWD / DPMWD 2X2 Committee						
Succession Planning Committee						
Other Meetings						
American Water Works Association (AWWA) (Mensch)	WA) (Mensch)					
Association of California Water Agencies	es (ACWA) (Mensch / Dolk)					
Association of California Water Agencies	es (ACWA) Agriculture (Harrington)					
Association of California Water Agencies	es (ACWA) Groundwater (Harrington)					
California Rural Water Authority (CRWA	A) (Ross)					
California Special Districts Association (C	(CSDA) (Ross)					
02/04/2025 (T.H) & 2/10/2025 (C.M) Ethics Training (AB1234)			1	1		
Joint Powers Insurance (JPIA) (Harrington)	(1)					
Legal Council Meeting						
Regional Water Authority (RWA) (Pratt)						
2/13/2025 Sacramento Groundwater Authority (SGA) (Pratt)	A) (Pratt)				1	
Sacramento Suburban Water District (SS	(SSWD)					
2/13/2025 Sexual Harassment Prevention Training (AB1825)	(AB1825)			1		
Water Forum						
34 E	February Monthly Meeting Totals					
	TOTAL MEETINGS	2	3	4	5	4
)21	TOTAL COMPENSATED MEETINGS	2	2	4	5	4
	TOTAL COMPENSATION	\$200	\$200	\$400	\$200	\$400

ITEM #8.A

Budget to Actuals

	Year to Date July 1, 2024 to February 28, 2025	Budget	Percent of Budget	January 2025
	10 1 ebitaly 20, 2023	Buuget	Buuget	January 2023
Revenues				
Water Sales	1,376,868	2,211,524	62.26%	171,297
C.I.P. Revenue	669,805	1,143,729	58.56%	95,904
Other water sales	308	-	Not budgeted	-
Other customer charges	2,205		Not budgeted	-
Interest income	44,522	30,000	148.41%	22,176
Misc. income	1,942	-	Not budgeted	1,008
Total Revenues	2,095,650	3,385,253	61.91%	290,385
Employee Related				
Management Salaries	123,328	185,000	66.66%	15,416
Staff Salaries	105,270	255,322	41.23%	7,879
Director Fees	10,400	8,000	130.00%	1,000
Payroll Taxes	17,642	45,000	39.20%	1,858
PERS Retirement	82,819	105,500	78.50%	9,761
Health	50,627	90,000	56.25%	311
Retiree Health Benefits & OPEB	44,377	80,000	55.47%	-
Total Employee Related	434,463	768,822	56.51%	36,225
Administration				
Insurance	33,182	61,000	54.40%	-
Office Expense	67,556	96,210	70.22%	7,986
Audit Fees	10,835	12,000	90.29%	-
Legal Fees	51,918	200,000	25.96%	-
Election Related	9,764	3,000	325.47%	-
Miscellaneous	626	10,000	6.26%	24
Professional Administration Fees	70,982	148,700	47.74%	17,507
Bank Charges	1,807	2,500	72.28%	277
Professional Dues	51,179	60,500	84.59%	-
Professional Meetings Cert/Continuing Education	-	10,000 5,000	0.00% 0.00%	-
Cert/Continuing Education	<u> </u>	5,000	0.00%	
Total Administration	297,849	608,910	48.92%	25,794
Operations				
D	00.000	100.000	04 400/	•
Power	62,628	102,000	61.40%	8
Repairs & Maintenance Lab Fees	235,410 3,850	225,000 7,000	104.63% 55.00%	8,439 378
Backflow Program	3,630	2,000	0.00%	570
Engineering	209,193	90,000	232.44%	_
City Water/Cross Connection	331	7,000	4.73%	<u>-</u>
Total Operating	511,412	433,000	118.11%	8,825
		<u> </u>	•	
Total Employee Related, Administration and Operating Expenses	1,243,724	1,810,732	68.69%	70,844
C.I.P.				
New Pipeline	-	150,000	0.00%	-
Well #2	-	950,000	0.00%	-
Well # 6B	-	50,000	0.00%	-
Well #7	-	65,000	0.00%	-
Well #9 Engineering and generator	227,361	360,000	63.16%	508
Interest Expense & Principal Debt Payment	64,594	325,000	19.88%	<u>-</u>
Total C.I.P.	291,955	1,900,000	15.37%	508

Amounts above are not audited

	February 2025	Budget	Percentage of Budget
Employee Related			
5102.10 · Management salaries	123,328.00	185,000.00	66.66%
5102.15 · Field salaries	46,626.00	170,000.00	27.43%
5102.20 · Office manager salary	58,644.00	85,322.00	68.73%
5102.05 · Director fees	10,400.00	8,000.00	130.00%
5102.30 · Payroll taxes	17,642.00	45,000.00	39.20%
6451.00 · PERS/retirement	82,819.00	105,500.00	78.50%
6501.00 · Employee healthcare (CalPers)	50,627.00	90,000.00	56.25%
6502.00 · Retiree health benefits	44,377.00	80,000.00	55.47%
Administration			
5251.00 · Insurance			
5251.05 · Liability	25,625.00	40,000.00	64.06%
5251.10 · Property	5,479.00	6,000.00	91.32%
5251.15 Workers Compensation	2,078.00	15,000.00	13.85%
6151.00 · Office expense			
6151.05 · District office lease	24,705.00	33,210.00	74.39%
6151.10 · Phone service	3,822.00	4,500.00	84.93%
6151.15 · Internet provider	3,672.00	5,000.00	73.44%
6151.20 ⋅ Sewer & garbage (Lusk)	1,041.00	2,000.00	52.05%
6151.21 · Miscellaneous (office other)	4,041.00	0.00	N/A
6151.25 · Postage	8,894.00	20,000.00	44.47%
6151.30 · Printing	9,792.00	1,000.00	979.20%
6151.35 · Computers & supplies	0.00	3,000.00	0.00%
6151.40 · Office supplies	2,460.00	7,500.00	32.80%
6151.45 · Answering service	4,361.00	6,000.00	72.68%
6151.50 · Office furniture	0.00	2,000.00	0.00%
6151.55 · Payroll preparation	1,182.00	2,500.00	47.28%
6151.60 · GASB 75 valuation	2,227.00	3,000.00	74.23%
6151.70 · Janitorial	1,360.00	2,500.00	54.40%
6152.00 Building maintenance	0.00	4,000.00	0.00%
6251.00 · Audit	10,835.00	12,000.00	90.29%
6255.00 Election related	9,764.00	3,000.00	325.47%
6301.00 · Legal	51,918.00	200,000.00	25.96%
6401.00 · Misc	626.00	10,000.00	6.26%
6601.00 · Professional Admin fees			
6601.05 · SWRCB annual fees	17,497.00	18,000.00	97.21%
6601.10 · NDPES permit	0.00	1,500.00	0.00%
6601.15 · Cal Pers actuarial reports	700.00	700.00	100.00%
6601.25 · Air Quality permits	0.00	5,000.00	0.00%
6601.30 · Encroachment permits	0.00	500.00	0.00%
6601.35 · CPA fees	9,020.00	18,000.00	50.11%
6601.00 · Professional admin fees - other	43,765.00	60,000.00	72.94%
6601.50 · Public relations	0.00	45,000.00	0.00%

6171.00 · Bank fees	1,807.00	2,500.00	72.28%
6561.00 · Professional dues			
6561.05 · ACWA	10,365.00	11,000.00	94.23%
6561.10 · AWWA	513.00	700.00	73.29%
6561.15 · CSDA	8,412.00	8,300.00	101.35%
6561.20 · CRWA	945.00	1,000.00	94.50%
6561.25 · RWA	8,078.00	9,500.00	85.03%
6561.30 · SGA	22,415.00	25,000.00	89.66%
6561.35 · SAWWA	0.00	1,000.00	0.00%
6561.00 · Professional dues - other	451.00	4,000.00	11.28%
6551.00 · Professional meetings	0.00	10,000.00	0.00%
6610.00 Certification/continuing education	0.00	5,000.00	0.00%
Operations			
5151.00 · Power			
5151.05 · PG&E	59.00	2,000.00	2.95%
5151.10 · SMUD	62,568.00	100,000.00	62.57%
5201.00 · R & M			
5201.05 · Leak repairs	123,027.00	100,000.00	123.03%
5201.10 Field Equipment	0.00	2,000.00	0.00%
5201.15 · Field supplies	1,655.00	30,000.00	5.52%
5201.20 · Fuel for vehicles	702.00	9,000.00	7.80%
5201.25 Vehicle repair and maintenance	765.00	3,000.00	25.50%
5201.35 · Chlorine	6,927.00	10,000.00	69.27%
5201.45 · Well repair & maintenance	10,724.00	25,000.00	42.90%
5201.55 · Field staff cellular service	4,062.00	6,000.00	67.70%
5201.00 R & M other	0.00	0.00	N/A
5201.70 SSWD Mutual Aide Field Staff	87,548.00	40,000.00	218.87%
5301.00 · Lab fees (H2O testing)	3,850.00	7,000.00	55.00%
5451.00 City water and cross connection	331.00	7,000.00	4.73%
5452.00 Backflow program	0.00	2,000.00	0.00%
5351.00 Engineering	209,193.00	90,000.00	232.44%

Del Paso Manor Water District Monthly Cash Flow Activity (Unaudited) January 2025

	•	Operating Bank Account		L.A.I.F.		Total	
Account Balances at January 1, 2025	\$	1,092,869	\$	1,906,724	\$	2,999,593	
Rate payer collections		324,383		-		324,383	
Other receipts		531		-		531	
LAIF interest payment		-		22,176		22,176	
Payroll disbursements		(23,764)		-		(23,764)	
Vendor payments		(215,792)				(215,792)	
Account Balances at January 31, 2025	\$	1,178,227	\$	1,928,900	\$	3,107,127	

The activity above is not audited

Page 1 of 1

Accounts Receivable Aging Del Paso Manor Water District

Account Type - All Account Category - All Billing Type - All Include 0 Balance - No As Of - 01/28/2025

Summary

Account Type	Account Category	Credits	0 - 29 Days	30 - 59 Days	60 - 89 Days	90 + Days	Total
CO (Commercial)	MAIN (MAIN)	00:00	321.07	321.07	00:0	00:0	642.14
	METER (METER)	(108.87)	47,890.42	2,920.38	1,855.54	1,433.60	53,991.07
RE (Residential)	MAIN (MAIN)	(13,810.14)	68,392.54	20,813.20	13,825.95	70,653.47	159,875.02
	Total	(13,919.01)	116,604.03	24,054.65	15,681.49	72,087.07	214,508.23

Roughly \$39,978 of the 90+ days past due have entered into a payment agreement.

Page 1 of 1

35,890.80 845.42

2,776.42

67,894.32 71,397.94

Total

90 + Days 727.20 132,102.32

168,838.54

14,676.60

23,055.38

80,389.34

(20,680.72)

Total

Del Paso Manor Water District AC

Account Type - All

		60 - 89 Days	0000	1,721.47	12,955.13	
		30 - 59 Days	0.00	2,503.01	20,552.37	
		0 - 29 Days	118.22	30,779.47	49,491.65	
Account Category - All Billing Type - All Include 0 Balance - No As Of - 02/25/2025		Credits	0.00	(1,889.57)	(18,791.15)	
Accounts Receivable Aging		Account Category	MAIN (MAIN)	METER (METER)	MAIN (MAIN)	
Accounts Re	Summary	Account Type	CO (Commercial)		RE (Residential)	

ITEM #8.B

Revisions to Bylaws and Proposed Charter for Advisory Committee

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: 3/4/2025 AGENDA ITEM NO. 8.B

SUBJECT: Revisions to Bylaws and Proposed Charter for Advisory Committee

STAFF CONTACT:

Adam Coyan, General Manager

BACKGROUND:

At the December 11, 2024 joint meeting of the Del Paso Manor Water District (DPMWD) and Sacramento Suburban Water District (SSWD), the two boards considered and approved a resolution to submit to the Sacramento Local Agency Formation Commission (LAFCO) for reorganization.

The resolution reflects the intent of both boards to create an advisory committee that provides recommendations to SSWD upon reorganization. Upon consolidation, the current DPMWD board will become an Advisory Committee to SSWD. The DPMWD board was asked to provide input as to what should be included in the bylaws.

At the February 4, 2025 DPMWD meeting, a first draft of the bylaws was brought before the DPMWD board to receive Board and public input. Both the Board and members of the public noted areas where it was felt further clarification was needed. Some examples included questions regarding who would provide administrative support for the Advisory Committee and questions regarding accounting and the handling of funds. At the end of this meeting, it was decided that further clarification from SSWD would be sought regarding these questions.

At the February 12, 2025 joint DPMWD and SSWD meeting, further clarification was sought from SSWD regarding questions from the February 4, 2025 DPMWD meeting. Following the February 12, 2025 joint meeting, staff was directed to make revisions to the bylaws to clarify the purpose of the committee, staffing, and appointments during vacancies. Staff was also directed to draft a charter for the Advisory Committee to help clarify the purpose and authority of the Advisory Committee. The consideration of adopting a charter was proposed, but not definitive.

FINANCIAL IMPACT:

There will be nominal costs associated with noticing meetings and staffing.

RECOMMENDATION:

The Board of Directors is requested to take public comment on the revised bylaws and the proposed charter, provide direction to staff, and potentially consider recommending amendments to the bylaws or charter to SSWD.

Attachments:

Attachment 1: Revised bylaws of Advisory Committee Attachment 2: Proposed charter of Advisory Committee

BYLAWS OF THE SACRAMENTO SUBURBAN WATER DISTRICT BOARD OF DIRECTORS' ADVISORY COMMITTEE FOR THE DEL PASO MANOR SERVICE AREA

ARTICLE I

MEETINGS

<u>Section 1:</u> Regular Meetings. Regular Meetings of the SACRAMENTO SUBURBAN WATER DISTRICT BOARD OF DIRECTORS' ADVISORY COMMITTEE FOR THE DEL PASO MANOR SERVICE AREA, hereinafter referred to as the "Advisory Committee," or "Committee" shall be a standing committee of the Sacramento Suburban Water District Board of Directors and shall meet monthly at a regular time and place set by resolution of the Advisory Committee.

Section 2: Special Meetings. A special meeting may be called at any time by the Chairperson of the Advisory Committee or by a majority of the members of the Committee, by delivering written notice to each member of the Committee and to each newspaper of general circulation in the Sacramento Suburban Water District's ("SSWD") service area or person requesting notice in writing. The notice shall be delivered personally or by mail, e-mail, or facsimile at least 24 hours before the time of the meeting as specified in the notice. The notice shall specify the time and place of the special meeting and the business to be transacted. The Committee shall consider no other business at the meeting. The notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to the public and on SSWD's website.

<u>Section 3:</u> Public Meetings. All regular and special meetings of the Advisory Committee shall be open to the public in accordance with the Brown Act of the State of California.

<u>Section 4:</u> Quorum. The Advisory Committee shall consist of the five members of the Del Paso Manor Water District ("DPMWD") Board of Directors in office when the Sacramento Local Agency Formation Commission completes the reorganization of DPMWD into SSWD. A majority of the members appointed to the Advisory Committee shall constitute a quorum.

<u>Section 5:</u> Order of Business. The normal order of business for regular meetings shall be determined by the Chairperson in consultation with members of the Advisory Committee and with staff to the Advisory Committee at the time of preparation of the meeting agenda or prior to conducting the meeting. The order of business at regular meetings of the Committee will generally include the following items in the following order:

1

- A. Call to order
- B. Roll call
- C. Public comment on non-agenda items
- D. Approval of minutes of previous meeting
- E. Report by staff
- F.
- G. Report by chairperson
- H. Correspondence Future Agenda Item Requests
- I. Adjournment

4906-1583-0802.1 014685.001

<u>Section 6:</u> Rules of Order. The rules of order shall be the same as any adopted by SSWD Board of Directors.

<u>Section 7:</u> Recordings and Minutes. Each meeting shall be recorded, and minutes prepared and maintain in a minute book which accurately reflect the agenda and decisions made at the meeting. The meeting recordings may be reviewed upon request at any time with prior notice to staff and will be maintained on the SSWD website.

<u>Section 8:</u> Manner of voting. The vote of all questions coming before the Advisory Committee shall be by voice vote, except by request of a member or staff that a roll call vote be taken. All votes, whether by voice or roll call, shall be entered into the minutes of such meeting and reflect the yeas, nays, and abstentions.

<u>Section 9:</u> Other Procedures. The Advisory Committee may adopt, by majority vote, other rules, regulations and procedures as may be required for the orderly conduct of business.

<u>Section 10:</u> Absence of Advisory Committee Members. After a Committee member has three unexcused absences in a twelve-month period from regularly scheduled meetings, the Advisory Committee may recommend formally to the SSWD Board of Directors that the member be removed. Any vacancy resulting from removal of an absent Committee member shall be filled in accordance with Article III, section 3.

ARTICLE II

PURPOSE

<u>Section 1:</u> The Advisory Committee will be responsible for reviewing proposals and making recommendations to the SSWD Board for the type, scope, and process for constructing capital improvement projects to improve and upgrade the water system within the Del Paso Manor Service Area ("service area"), and for assisting the SSWD Board of Directors with addressing other matters of concern brought to the Committee or its members by ratepayers within the service area.

<u>Section 2:</u> The Advisory Committee will be responsible for communications with ratepayers about the proposed capital improvement projects within the service area and about any other concerns with the transition from DPMWD to SSWD water service, and for bringing the concerns of the ratepayers within the service area to the attention of the SSWD Board of Directors and staff.

<u>Section 3:</u> Scope of Authority. The Advisory Committee shall report to the SSWD Board of Directors and shall fill an advisory role as appointees to the Board on matters related to the Del Paso Manor Service Area.

<u>Section 4:</u> Charter and Policies. The Advisory Committee may prepare and adopt a charter and any policies that it deems useful or necessary for the conduct of its business.

ARTICLE III

MEMBERSHIP

2 4906-1583-0802.1 014685.001

<u>Section 1:</u> The Advisory Committee shall consist of five appointed members, who shall be the five incumbent directors of the Del Paso Manor Water District sitting at the time that the Sacramento Local Agency Formation Commission completes the reorganization of DPMWD into SSWD.

<u>Section 2</u>: All members of the Advisory Committee shall serve for indefinite terms until the Advisory Committee is terminated by the SSWD Board of Directors, but not for less than three years upon formation of the reorganized district. The SSWD Board of Directors may, in its discretion or upon Committee request and Board approval, extend the Committee's term beyond the minimum three years if the capital improvements projects remain on-going or if circumstances otherwise make it appropriate.

<u>Section 3:</u> Vacancies. If a vacancy occurs on the Advisory Committee due to resignation, death, absence, or other cause, the Advisory Committee shall fill the vacancy within 60 days. The remaining committee members may fill the vacancy by nomination, application, or such other process as the Committee deems appropriate. The Advisory Committee shall promptly notify the SSWD Board of Directors of any vacancy and of any new member selected to fill the vacancy.

<u>Section 4:</u> Stipend. The SSWD Board of Directors shall fix a reasonable per-meeting stipend for up to six meetings per month of the Committee or days of service. The stipend shall be no more than the amount of the stipend paid to SSWD Directors. SSWD also shall pay any reasonable business expenses incurred by Advisory Committee members in the conduct of Committee business.

<u>Section 5:</u> Conflict of Interests. All members of the Advisory Committee shall be subject to the Political Reform Act and must file a Form 700 in accordance with SSWD's Conflict of Interest rules.

ARTICLE IV

OFFICERS

<u>Section 1:</u> Designation of Officers. The Officers of the Advisory Committee shall be a Chairperson and the Vice-Chairperson.

<u>Section 2:</u> Nominations. Advisory Committee members may propose candidates for Advisory Committee office.

<u>Section 3:</u> Vacancies of Officers. Any vacancy occurring among any of the officers by reason of death, resignation from office or removal of any officer shall be filled by a vote of a majority of all current members of the Advisory Committee and the person filling the vacancy shall serve the remaining term of office.

<u>Section 4:</u> Powers and Duties of the Chairperson. The Chairperson shall call meetings to order at the appointed time and conduct them and shall perform other duties as may from time to time be prescribed by the Advisory Committee.

3

<u>Section 5:</u> Powers and Duties of the Vice-Chairperson. The Vice-Chairperson shall have all the powers and perform all the duties of the Chairperson in the absence or inability of the Chairperson to act. The Vice-Chairperson shall perform such other duties as may from time to time be prescribed by the Advisory Committee or by the Chairperson.

<u>Section 6:</u> Assistance of SSWD Staff and Counsel. The Advisory Committee shall be assisted by SSWD staff and counsel as requested and for purposes of preparing for and staffing regular and special meetings of the Committee.

ARTICLE V

Miscelleanous:

<u>Section 1:</u> Only the Chairperson or his/her designee may speak or make statements officially on behalf of the Advisory Committee. The designee shall be a member of the Advisory Committee or staff.

<u>Section 2:</u> These bylaws may be amended upon recommendation of the Advisory Committee and majority vote of the SSWD Board of Directors.



Del Paso Manor Water District

Advisory Committee Mission Statement & Charter

Effective: ____, 2025

Status: Standing Committee

Meeting Times: As set forth by resolution

Staff Contact:

100.00 Mission Statement

The Advisory Committee (Committee) will serve as a voice for ratepayers of the Del Paso Manor Service Area (Service Area) and work to assist Sacramento Suburban Water District (SSWD) carry out its obligations for the ratepayers of the Service Area.

100.10 Advisory

To provide SSWD with recommendations, feedback, and other relevant information.

To act as an intermediary between SSWD and the ratepayers of the Del Paso Manor Water (DPMWD) Service Area.

200.00 Charter

200.10 Purpose and Authority

The Committee is established by and among the Board of Directors of SSWD for the primary purpose of assisting the board in:

- Reviewing proposals and making recommendations to the SSWD Board for the type, scope, and process of constructing capital improvement projects to improve and upgrade the water system within the Service Area;
- Assisting the SSWD Board of Directors with addressing other matters of concern brought to the Committee or its members by ratepayers within the Service Area;

The Committee will be responsible for communications with ratepayers about the proposed capital improvement projects within the Service Area and about any other concerns with the transition from DPMWD to SSWD water service, and for bringing the concerns of the ratepayers within the Service Area to the attention of the SSWD Board of Directors and staff.

The Committee shall report to the SSWD Board of Directors and shall fill an advisory role as appointees to the Board on matters related to the Service Area.

200.20 Composition and Vacancies

The Committee shall consist of five appointed members, who shall be the five incumbent directors of the DPMWD sitting at the time that the Sacramento Local Agency Formation Commission completed the reorganization of DPMWD into SSWD.

All members of the Committee shall serve for indefinite terms until the Committee is terminated by the SSWD Board of Directors, but not for less than three years upon formation of the reorganized district. The SSWD Board of Directors may, in its discretion or upon Committee request and Board approval, extend the Committee's term beyond the minimum three years if the capital improvement projects remain on-going or if circumstances otherwise make it appropriate.

If a vacancy occurs on the Committee due to resignation, death, absence, or other cause, the vacancy shall be filled within 60 days. The remaining committee members may recommend an appointee to fill the vacancy based on nomination, application, or such other process as the Committee deems appropriate, subject to the approval of SSWD. The Committee shall promptly notify the SSWD Board of Directors of any vacancy and of any new member selected to fill the vacancy.

200.30 Stipend and Business Expenses

The SSWD Board of Directors shall fix a reasonable per-meeting stipend for up to six meetings per month of the Committee or days of service. The stipend shall be no more than the amount of the stipend paid to SSWD Directors. SSWD shall also pay for any reasonable business expenses incurred by Committee members in the conduct of Committee business.

200.40 Meetings

The Committee will meet as required, with special meetings as the Chairperson of the Committee, or by a majority of the members of the Committee, may call. The Committee may invite members of management or others to attend meetings and provide pertinent information.

The Committee shall be assisted by SSWD staff and counsel as requested and for purposes of preparing for and staffing regular and special meetings of the Committee.

The Committee shall hold meetings in accordance with all applicable laws, including but not limited to the Brown Act, and the bylaws of the Committee.

200.50 Responsibilities

The Committee shall be responsible for reviewing proposals and making recommendations to the SSWD Board for the type, scope, and process of constructing capital improvement projects to improve and upgrade the water system within the Service Area. The Committee shall also be responsible for assisting the SSWD Board of Directors with addressing other matters of concern brought to the Committee or its members by ratepayers within the Service Area.

300.00 Reporting

The Committee's reporting responsibilities will include oral and written reports to the Board of Directors regarding Committee activities, issues and related recommendations and actions. Following each Committee meeting, the Chairperson of the Committee will provide the Board of Directors with a report of the Committee's activities at the next regularly scheduled meeting of the Board of Directors.

400.00 Committee Charter

The Committee also will perform other activities related to this Charter, including: (i) a review and assessment of the adequacy of this charter annually and request Board approval of any proposed changes; (ii) annual confirmation that the responsibilities outlined in this charter have been carried out; and (iii) working with the Board of Directors to ensure this charter, and the bylaws of the Committee, are posted on SSWD's website.

ITEM #8.C

Request for District to Abandon Easement at 2737 Eastern Avenue, Sacramento, CA from Owner of Property

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: 3/4/2025 AGENDA ITEM NO. 8.C

SUBJECT: Request for District to Abandon Easement at 2737 Eastern Avenue,

Sacramento, CA from Owner of Property

STAFF CONTACT:

Adam Coyan, General Manager

BACKGROUND:

In February, the Del Paso Manor Water District (the "District") received a letter from Jacob Senna, the stated owner of 2737 Eastern Ave, Sacramento, CA (the "Property"), requesting that the District abandon an easement on the Property. *Attachment 1: Senna Letter*.

Mr. Senna's letter does not specify that this easement belongs to the District, and refers to the easement as a pedestrian easement (as used in the recorded documents).

The District has confirmed that it has no utilities at the location on the Property identified in Mr. Senna's letter.

RECOMMENDATION:

The Board of Directors is requested to adopt the attached Notice of No Easement or Use by District, attached as *Attachment 2*. Thereafter, such notice shall be delivered to Mr. Senna.

Attachments:

Attachment 1: Letter from Jacob Senna regarding Request to Abandon Easement on 2737 Eastern Avenue, Sacramento, CA

Attachment 2: Notice of No Easement or Use by District

To Whom It May Concern,

I hope this message finds you well. My name is Jacob Senna, and I am the proud owner of the property located at 2737 Eastern Avenue, Sacramento, CA 95821. Recently, I was made aware of an easement or right-of-way that exists on my property—a matter that, until now, had never been brought to my attention. I understand that this issue has come to light due to a recent situation, and I am reaching out to you in the hopes of finding a resolution.

I am writing to formally request your approval for the abandonment of the easement, specifically the right-of-way associated with the jog in the sidewalk that extends into my property. As I understand it, this right-of-way was established over 50 years ago, at a time when the area and its needs were very different from what we see today. Given the significant changes in the community and the development of the surrounding area, I believe it is clear that this easement is no longer necessary or needed for the benefit of the public or your department. I kindly ask for your support in confirming that the jog in the sidewalk is no longer required, and that its abandonment will not cause any issues for your department or the public infrastructure.

This property is not just an address to me; it is the foundation of my family's future. I have come to think of it as my "forever home," a place where my family and I will plant roots, grow, and build lasting memories. I am so fortunate to live in such a beautiful and peaceful location, one that allows me to raise my two young sons with the love and care they deserve, while growing old with my devoted wife by my side. The significance of this property goes beyond its physical boundaries—it represents our dreams, our aspirations, and our commitment to creating a stable and nurturing environment for future generations.

As a United States Air Force Disabled Veteran, I have always held a deep sense of pride and responsibility in everything I do, especially when it comes to matters of ownership and stewardship. My service to this country instilled in me a strong respect for the land, the communities in which we live, and the responsibility we have to safeguard the well-being of our fellow citizens. I have worked hard to provide for my family, and every inch of this property is an extension of my dedication to them and to the values I hold dear. It is my sincere desire to enhance this land and create a space that will not only benefit my family but also contribute positively to the neighborhood and the larger Sacramento community.

The right-of-way in question, established more than five decades ago, no longer serves the purpose it once did. In the present context, the easement is unnecessary for public access or infrastructure, and its continued existence is an obstacle to realizing my family's vision for the future. With this in mind, I am kindly requesting that you consider approving the abandonment of the easement. I am confident that removing this encumbrance will allow me to move forward with plans that will significantly improve the property, while ensuring that my family can continue to thrive in the space we call home.

I fully appreciate the importance of ensuring that all rights of way are managed appropriately, and I respect the work that your department does to ensure the safety and well-being of the public. However, in this case, I hope you can see that the removal of this easement will not compromise those goals but will instead allow me to fully utilize the property for its intended

purpose as a family home. Furthermore, I am more than willing to work closely with you and any relevant authorities to ensure that this process is handled professionally and in accordance with all legal and procedural requirements.

In conclusion, I humbly ask for your consideration and support in this matter. The abandonment of the easement is an important step toward realizing my dreams for this property and providing my family with the stability and security we need to build a life here. I would be incredibly grateful for your approval, and I sincerely hope that this request can be resolved in a manner that allows me to move forward with the plans and aspirations I have for my forever home.

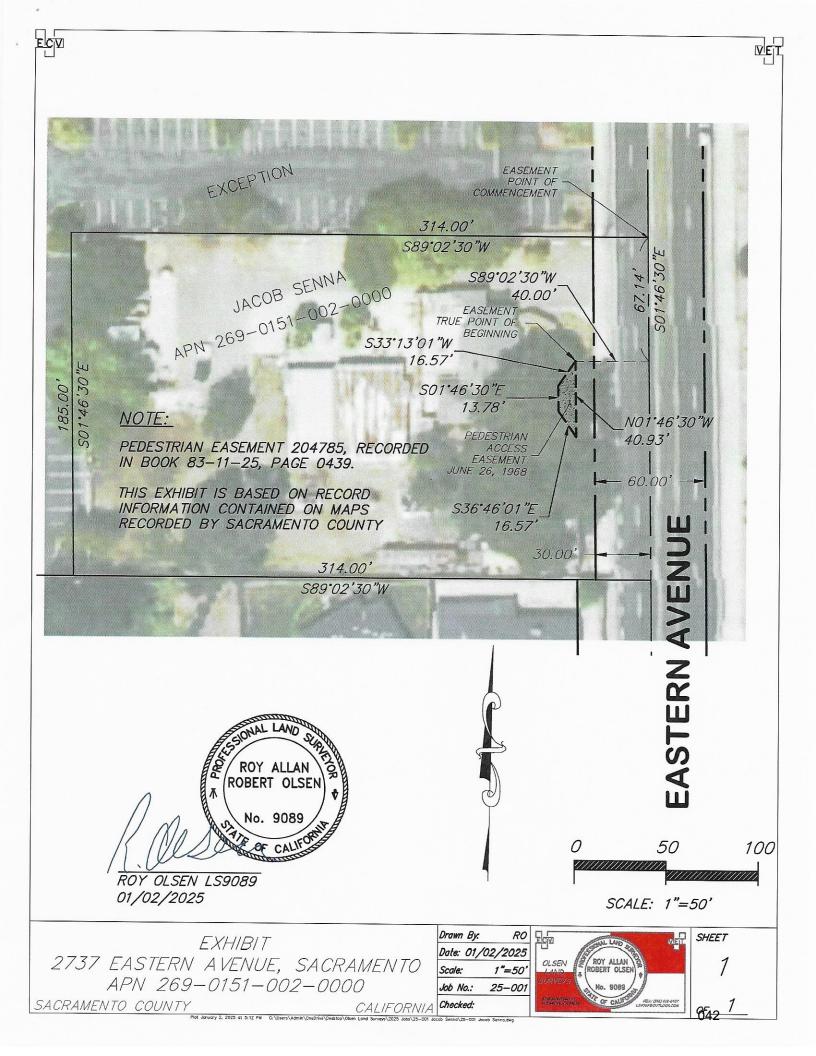
Thank you very much for taking the time to review my request. I look forward to your response and am more than happy to discuss any additional details or provide any further information if needed.

This is what is required by Honorable Board of Supervisors Of the County of Sacramento State of California

-Utility letters must state that the utility companies have no objection to the proposed abandonment.

With sincere gratitude and respect,

Jacob Senna Owner, 2737 Eastern Ave Sacramento, CA 95821



. חטטם FAUL.

01.220

COUNTY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

REAL ESTATE SECTION

OFFICIAL RECORDS SACRAMENTO COUNTY, CALIF. 1983 NOV 25 AM 9: 25

O.K. TO ACCEPT & SIPS

2737 ENSTERN AVE

269-151-02

COUNTY CLERK-RECORDER

EASEMENT

T & L INVESTMENTS (a general partnership)

GRANTS to the County of Sacramento, a political subdivision of the State of California, an EASEMENT for Pedestrian access

> NO FEE. J

upon, over and across that certain real property in the County of Sacramento, State of California, described as follows: DESCRIPTION FOR PEDESTRIAN EASEMENT - ENTIRE PARCEL ALL THAT CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SECTION 41 OF RANCHO DEL PASO AS SHOWN ON THE "MAP OF SURVEY AND SUBDIVISION OF RANCHO DEL PASO", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SACRAMENTO, ON MARCH 4, 1911, IN BOOK A OF SURVEYS, PAGE 94, ON THE CENTER LINE OF A COUNTY ROAD KNOWN AS EASTERN AVENUE, LOCATED SOUTH ALONG SAID EASTERLY LINE 690 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 41; THENCE FROM SAID POINT OF BEGINNING RUNNING SOUTHERLY ALONG SAID EASTERLY LINE 390 FEET TO A POINT; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 41, A DISTANCE OF 690 FEET TO A POINT; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF SAID SECTION 41, A DISTANCE OF 390 FEET TO A POINT; THENCE EASTERLY PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 41, A DISTANCE OF 690 FEET TO THE POINT OF BEGINNING.

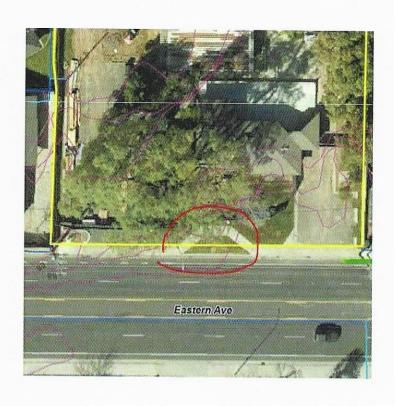
EXCEPTING THEREFROM THAT PARCEL OF LAND SITUATE IN THE COUNTY OF SACRAMENTO, CALIFORNIA AND BEING ALL THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 41, RANCHO DEL PASO, AS SHOWN AND DESIGNATED ON THE "MAP OF RANCHO DEL PASO" FILED IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY ON MARCH 4, 1911, IN BOOK A OF SURVEY, AT MAP NO. 94 DESIGNATED AS FOLLOWS

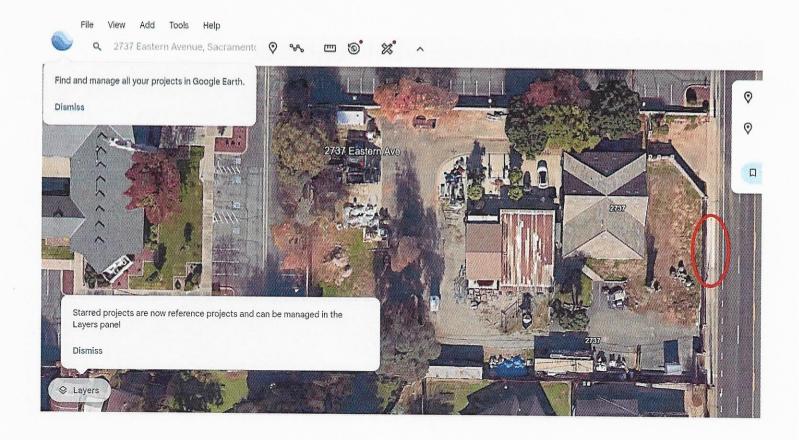
BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 47, SAID EAST LINE ALSO BEING THE CENTER-LINE OF THAT COUNTY ROAD, 60.00 FEET IN WIDTH, KNOWN AS EASTERN AVENUE, LOCATED SOUTH 01°46'30" EAST 690.00 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 41; THENCE FROM SAID POINT OF BEGINNING, ALONG THE EAST LINE OF SAID SECTION 41, SOUTH 01°46'30" EAST 205.00 FEET; THENCE PARALLEL TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SEC-TION 41, SOUTH 89°02'30" WEST 314.00 FEET; THENCE PARALLEL TO SAID EAST LINE, SOUTH 01°46'30" EAST 185.00 FEET, THENCE PARALLEL TO SAID NORTH LINE, SOUTH 89°02'30" WEST 376.00 FEET; THENCE PARALLEL TO SAID EAST LINE, NORTH 01°46'30" WEST 390.00 FEET; THENCE PARALLEL TO SAID NORTH LINE, NORTH 89°02'20" EAST 690.00 FEET TO SAID POINT OF BEGINNING.

EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE EASTERLY BOUNDARY SOUTH 01°46'30" EAST, A DISTANCE OF 67.14 FEET; THENCE SOUTH 89°02'30" WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 33°13'01" WEST, A DISTANCE OF 16.57 FEET; THENCE SOUTH 01°46'30" EAST, A DISTANCE OF 13.78 FEET; THENCE SOUTH 36°46'01" EAST, A DISTANCE OF 16.57 FEET; THENCE NORTH 01°46'30" WEST, A DISTANCE OF 40.93 FEET TO THE TRUE POINT OF BEGINNING.

Dated this day of , 19	Threaturette - 1 -
	F. F INVESTMENTS, a general partnership
Signed and delivered in the presence of	Homeld & Leisen







ABANDONMENT APPLICATION REQUIREMENTS

Abandonment Applications are submitted and processed through Technical Resources. If you have questions regarding this process contact Jody Hashigami-Contreras (916-874-6455).

A complete abandonment submittal package consists of the following items (incomplete submittals will not be accepted):

1. Petition:

Easement abandonment (Public Utility, Light & Air, Setbacks, Etc.)
 Petition shall include legibly printed first name, last name, and address information for the required 5 petitioners.

NOTE: The property owner must sign the petition. Name and address information on petition must be typed or legibly printed since this information is utilized to meet legal requirements for mailing notices.

IF ANY NAME OR ADDRESS IS ILLEGIBLE, PETITION WILL NOT BE ACCEPTED.

2. Abandonment Request Form:

Provide contact information (Name, Address, Phone Number, etc.) for property owner and for applicant (if different from owner).

- 3. **Letter to the Board of Supervisors** stating reason for proposed abandonment request and scope of proposed project—if applicable. (Direct this letter to: Honorable Board of Supervisors; 700 H Street, Ste 2450; Sacramento, CA 95814)
- 4. **Fees**: Check made out to County of Sacramento **\$2,709.69**. Explanation of fees:
 - \$1,867 (abandonment fee established by the Board of Supervisors)
 - \$726.00 (\$686.00 for an environmental review exemption, and \$40.00 clerk recorder filing fee)
 - \$116.69 (I.T. Recovery Fee)
- 5. Plot Plan: (Electronic copy of this document in Adobe pdf format is required)
 - a. Size to be 8 1/2" X 11"
 - b. Show all structures existing and/or proposed with dimension to property line. Show all existing easements, road right of way, etc.
- 6. Legal Description:
 - a. Exhibit A: Legal Description of proposed area to be abandoned (stamped and signed by a licensed land surveyor). An electronic copy of this document in MS Word and Adobe pdf format is required.
 - b. **Exhibit B**: Plat depicting property boundaries and area to be abandoned per legal description (stamped and signed by a licensed land surveyor).
 - c. Copy of document that dedicated easement to be abandoned is required.
- 7. **Letters from all public utility purveyors**: i.e. gas, telephone, electric, and water (see attached list of utility purveyors).
 - Utility letters must state that the utility companies have no objection to the proposed abandonment.
 - Obtain consent letters from the Departments of Water Resources, SASD and SRCSD Sewer Districts.



ABANDONMENT REQUEST FORM Planning Control No .: Do not write in this space—for office use only Project Name: Do not write in this space (for office use only) Do not write in this space—for office use only Do not write in this space-for office use only Community Area: Supervisor District: Property Owner(s): Jacob & Yanka Senna Enter names exactly as shown on deed Property Owner(s) Phone No.(s): 916.417.9000 Property Owner(s) e-mail address(s): jakesenna27@gmail.com Situs Address: 2737 Eastern Ave Sacramento CA 95821 Assessors Parcel Number(s): 26901510020000 Identify all APN's impacted by the proposed abandonment Point Of Contact Information: Name: Jacob Senna Address: 2737 Eastern Ave Sacramento CA 95821

Describe Reason For Abandonment Request

SEWER

WATER LINE

DRAINAGE

My name is Jacob Senna, and I am the proud owner of the property located at 2737 Eastern Avenue, Sacramento, CA 95821. I recently learned of an easement or right-of-way on my property, which was established over 50 years ago. I was not aware of this easement until a recent issue arose, and I am writing to request your approval for its abandonment.

P.U.E.

The easement, specifically the jog in the sidewalk that extends onto my property, is no longer necessary or required. With the changes to the area over the years, it no longer serves its original purpose. I respectfully ask for your support in confirming that this right-of-way can be abandoned, as it no longer benefits the public or your department.

This property is much more than just land to me—it is my "forever home." I am raising my two young sons here with my loving wife, and it is where I hope to grow old. As a United States Air Force Disabled Veteran, I take great pride in this property and its potential to provide a safe and nurturing environment for my family. The removal of this easement will help me fully realize my vision for the future of this home.

I sincerely appreciate your consideration of my request. I understand the importance of managing public rights of way, and I assure you that the abandonment of this easement will not affect the community or infrastructure. I would be deeply grateful for your support in this matter, allowing me to move forward with my plans for my family's future.

Thank you for your time and attention. I look forward to your response

Phone Number: 916.417.9000 e-mail: jakesenna276

ABANDONMENT X

TYPE:

jakesenna27@gmail.com
x RIGHT-OF-WAY

OTHER (DESCRIBE):

PUBLIC SERVICE EASEMENT (GENERAL VACATION)

To the Honorable Board of Supervisors Of the County of Sacramento State of California

We the undersigned freeholders of the County of Sacramento, State of California, being at least five in number, hereby petition the honorable Board of Supervisors of the County of Sacramento to abandon the hereinafter described easement under the provisions of Section 8320-8325 of the Streets and Highways Code of the State of California. At least one of the said freeholders are residents of the district wherein said county easement lies.

Said easement is described as follows: See Exhibit "A"

WHEREFORE, petitioners pray that the Honorable Board of Supervisors of the County of Sacramento, set a time and place for the hearing of this petition, and that notice be given of the date set for hearing as required by Section 8320 of the Streets and Highways Code of the States of California.

Dated: December 20 24	<u>4</u>	
1		
Name (Print Full Name)	Street Address	
Signature 2.	City State z	ip
Name (Print Full Name)	Street Address	
Signature 3.	City State z	ip
Name (Print Full Name)	Street Address	
Signature 4.	City State zi	ip
Name (Print Full Name)	Street Address	
Signature 5.	City State zi	<u>——</u>
5Name (Print Full Name)	Street Address	
Signature	City State ==	

LIST OF PUBLIC UTILITY COMPANIES

- 1. **Water Company** that serves the property.
- 2. AT&T California
 2700 Watt Ave., Room 3473-11
 Sacramento, CA 95821
 Attn: John Davis
 Public Works Manager
 (916) 775-1743
 john.davis@att.com
- 3. Pacific Gas and Electric Co.
 2730 Gateway Oaks Drive, Ste 220
 Sacramento, CA 95833
 Attn: Nick Morlock
 (530) 889-5089
 n1mw@pge.com
- 4. Sacramento Municipal Utility District
 Real Estate Services
 MS K222
 PO BOX 15830
 SACRAMENTO, CA 95852-1830
 Attn: Gretchen Hildebrand
 Property Administrator
 (916) 732-5730
 gretchen.hildebrand@smud.org
- 5. Comcast
 Planning/Design/Engineering
 Steve Abelia
 1242 National Drive
 Sacramento, CA 95834
 Phone: 1-800-266-2278
 Fax (916) 830-6643
 steve abelia@cable.comcast.com
- 6. Zayo Group
 Attn: Manuel Valencia or Phil Braum
 2700 Merced Street, STE B
 San Leandro, CA 94577
 (925) 413-0170 or (559) 341-9350
 manuel.valencia@zayo.com
- 7. Frontier Communications 9260 E. Stockton Blvd. Elk Grove, CA 95624 Greg Bordelon Engineering Manager 916-691-5668 916-691-5600(f) greg.bordelon@ftr.com



Del Paso Manor Water District

March 04, 2025

Subject: Notice of No Easement or Use on 2737 Eastern Avenue, Sacramento, CA Approved Agenda Item No.: 8.C

Mr. Senna,

The Del Paso Manor Water District ("District") received your letter regarding 2737 Eastern Avenue, Sacramento, CA ("Property") and your request that the District abandon an easement on the Property.

Upon investigation, the District does not have an easement or use on the Property in the area described as the jog in the sidewalk on the Property.

Your letter was brought to the attention of the District Board at the March 4, 2025 Board Meeting, Agenda Item No.: 8.C, and the Board adopted and approved this letter to confirm to you that the District does not have an easement on the portion of the Property identified as the jog in the sidewalk, and does not have a specific or ongoing use for that portion of the Property.

We hope that this assists you in your endeavors regarding any easement on your Property.

Sincerely,

Adam Coyan, General Manager

ITEM #8.D

Finance AdHoc Committee Presentation and Recommendation

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: March 4, 2025 AGENDA ITEM NO. 8.D

SUBJECT: Finance AdHoc Committee Presentation and Recommendation

STAFF CONTACT:

Director Ross and Director Pratt, Finance AdHoc Committee

BACKGROUND:

The board recognizes the importance of reviewing our banking relationships, costs, and online access. The AdHoc Committee was tasked to look into four options.

- Checking account options
- Deposit of CIP payments
- Investment policy
- Identifying CIP and O & M expenditures

BUDGET:

The impact would be minimal with consolidation in the future.

RECOMMENDATION:

Review information provided and direct staff

ATTACHMENTS:

Finance AdHoc Committees Report and Recommendations Elite Business Checking- Disclosures

Elite Business Money Market- Disclosures

CD Promotion

CD Product Disclosures

Ad Hoc Committee Report and Recommendations Directors Ross and Pratt March 4, 2025

The Committee evaluated four issues of significance:

- 1. Checking Account Options
- 2. Deposit of CIP Payments
- 3. Investment Policy
- 4. Identifying CIP and O&M Expenditures

Checking Account Options

LAFCO has indicated the possible time line for transferring the banking and investment accounts to SSWD to be 2 - 5 months. If the time line is more than 2 months than the following recommendations apply.

It is the opinion of the ad hoc committee the District should convert the existing checking accounts into money market accounts, with the caveats that:

- Account numbers should not change so that no deposits and automatic payments need to be updated.
- Monies should be separated via bank operations into separate accounts totaling no more than \$250,000 each, commonly called sweep accounts.
- Monthly maintenance fees should be minimal and not exceed the amount of interest being charged nor should we incur fees for the number of deposits and or checks being made.

Initial information from BMO indicated this to be a possibility with minimal or no disruption to the District's existing checking account, but that may be incorrect as they are continually updating their business policies. There is also information on sweep accounts. BMO business operations is following up with new information. The District's relatively high monthly average should afford negotiating privileges with the bank and should be used to the fullest extent.

Deposit of CIP Payments

Following receipt of CIP payments and deposit into the District checking account, they should be transferred to the LAIF account as promptly as possible.

Investment Policy

The District should continue with its existing policy, attached hereto.

Identifying CIP and O&M Expenditures

It is the opinion of the ad hoc committee the accounting system should identify the nature of the funds of expenditures. As an example, payment for work on a well may originate from both CIP and O&M funds. This should be accounted for in such a way that the District can clearly identify which funds were used and the ongoing balances of the CIP and O&M funds as the fiscal year proceeds and the individual funds are drawn down.

When there is an action item authorizing expenditures, those expenditures should be attributed to the CIP or M & O account with the remaining balance shown.

It was determined that a meeting with Rob could be beneficial for the ad hoc committee to better understand the possibilities and options we have for reporting for CIP and M and O.

Del Paso Manor Water District Sample Budget To Actual Comparison

	Current Month Expense	Year to date Total	O&M Expense	O&M Budget	Percent of O&M Budget	Remaining O&M Budget	CIP Expense	CIP Budget	Percent of CIP Budget	Remaining CIP Budget
Insurance Legal Fees -	32,763 45,832	61,000 200,000	61,000	100,000	53.71% 22.92%	113,572	0	0	0.00	
Well repair & maintenance	8,883.00	25,000.00	25,000	80,000	35.53%	55,000			0.00	
Well #9 Engineering and generator	1,000	200,317	40,000	50,0000	80%	10,0000	160,317	400,000	35.64%	239,683
Well #2								950,000	0.00%	950,000

Del Paso Manor Water

POLICY NUMBER 2130: Investment of District Funds

2130.1 This policy is reflected in District Resolution No. 20190402 and supersedes all previous Statements of Investment Policies.

The purpose of this "Policy", is to provide a framework for the management of Del Paso Manor Water District ("District") assets. The Policy is designed to monitor and forecast expenditures and revenues, keeping funds invested to the fullest extent. The Policy also encourages effective communication, facilitates transparency and compliance, and provides a framework for investments. The Policy sets forth the appropriate guidelines in consideration of the needs of the investment program. The Policy provides criteria against which investment results will be measured and serves as a review document to guide ongoing operations and oversight .

The Policy will be modified periodically to reflect the changing nature of the District assets and investment programs, benefit and structural changes, and economic conditions.

The District's general investment goals are broad in nature. The overall objective of the District's investment program is to provide members and beneficiaries with benefits as required by law. This will be accomplished through a carefully planned and executed long-term investment program that efficiently and effectively allocates and manages the assets of the District.

The Policy has been designed to allow the District to achieve a long-term total return. As such, prudent risk-taking is appropriate within the context of overall diversification to meet the District's long-term investment objectives. The assets of the District will be broadly diversified to minimize the effect of short-term losses within any investment program. In accordance with Government Code Sections 16429.1 and 53601, the District may invest in the following types of investments:

- 1. Bonds issued by the State of California and/or any local agency within the State of California
- 2. Securities of the U.S. Government, or its agencies
- 3. Certificates of Deposit (or Time Deposit) placed with commercial banks and/or savings and loan companies
- 4. Bankers Acceptances
- 5. Commercial Acceptances
- 6. Local Agency Investment Fund (State Pool) Demand Deposits
- 7. Investment Trust of California (CalTRUST)
- 8. Repurchase Agreements (Repos)
- 9. Passbook Savings Account Demand Deposit
- 10. Reverse Repurchase Agreements
- 11. Medium Term Corporate Notes
- 12. Mutual Funds holding the above allowable investments

Risk management is central to managing the assets of the District and to achieving the strategic objectives. A framework for risk management is established through the adoption of investment policies for total fund strategic asset allocation, individual asset classes and portfolios with appropriate benchmarks and reasonable risk limits for the implementation of the program. The level of risk assumed will be monitored and reported.

Investment of District monies, not required for immediate expenditure, will be made as provided by law for the investment of public funds. Investments are made under the terms and conditions of Section 53600-53684 and Sections 16429.1 to 16429.3 of the Government Code of the State of California. The criteria for selecting investments and the order of priority are: safety, liquidity, and return on investment.

1. Safety of Principal - Safety of principal is the foremost objective of the District. Each investment transaction shall seek to ensure that capital losses are avoided, whether from institution default or

erosion of market value of securities. The District shall seek to preserve principal by mitigating the two types of risk: credit risk and market risk.

- a. Credit Risk Credit risk, defined as the risk of loss due to failure of any issuer of a security, shall be mitigated by investing in only financially sound institutions and/or investment in State of California Local Agency Investment Fund (LAIF).
- b. Market Risk The risk of market value fluctuations due to overall changes in the general level of market interest rates. It is explicitly recognized herein that occasional losses in a diversified portfolio are inevitable, and must be considered within the context of the overall investment returns.
- 2. Liquidity Liquidity is the second most important objective of the District's investment policy. It is important that an investment contain the feature of being easily sold or withdrawn at any time with a minimal risk of loss of some portion of principal or interest. Investments shall be as liquid as required. Term investments shall be selected to anticipate cash needs to avoid forced liquidation and loss of interest or payment of penalties.
- 3. Return on Investment The District shall seek to attain a market-average rate of return throughout economic cycles. The market-average rate of return is defined as the average return on two-year U.S. Treasury Bonds.

In accordance with section 53600 et. seq. of the Government Code of the State of California (Government Code), the authority to invest public funds is expressly delegated to the Board of Directors who may re-delegate to an appointed designee (the "Designee") by Board action. The Designee will prepare a monthly transactions report for the Board of Directors in accordance with Section 53607 of the Government Code.

Within 30 days after the end of each quarter, the Designee will provide the Board of Directors a report which will include the investment type, issuer, maturity dates, and dollar value.

A. The Designee's responsibilities include, but are not limited to:

- 1. Developing and adopting policies to achieve the District's strategic objectives.
- 2. Reviewing policy recommendations made by the Board of Directors.
- 3. Recommending policies for the Board of Director's consideration.
- B. The Board of Director's independent investment consultants' responsibilities include, but are not limited to:
- 1. Providing independent review, analysis, and recommendations regarding the development and revision of policies to ensure overall consistency, use of best practices, a systemwide approach, and implementation of the District's policies.
- 2. Reporting to the Board of Director's and Designee as appropriate.

All money shall be deposited for safekeeping in state or national banks, state or federal savings and loan associations, or the State of California Local Agency Investment Fund (LAIF).

Investment of funds under the above provisions shall be limited as follows:

- 1. Non-transferable Certificates of Deposit that are insured by the FDIC, or in short term U.S. Treasury Certificates.
- 2. Funds invested in the Local Agency Investment Fund will be limited to an amount of \$4,000.000.
- 3. Funds invested in the Investment Trust of California (CalTRUST) will be limited to an amount of \$4,000,000.
- 4. LAIF funds and CalTRUST funds may exceed \$4,000,000 for up to three months. The Treasurer will

BMO Elite Business Checking BMO Business Service Fee Schedule

This BMO Business Service Fee Schedule, the Interest Rate Sheet and the Deposit Account Agreement for Personal and Business Accounts ("Agreement") are part of the Deposit Account Agreement that governs your Account and you should read them. Capitalized terms not defined in this disclosure are defined in the Glossary of the Agreement.

	Account opening and usage				
Minimum deposit needed to open Account	\$100				
Temporary fee waiver	The following fees are waived for the first 93 days after Account opening: monthly maintenance fees, coin and currency fees, wire transfer fees, other transaction fees, paper statement fees, and Check Image fees, as listed below. For Account type changes: The monthly maintenance fee will be waived for two months after your Account type is changed to BMO Elite Business Checking.				
Monthly maintenance fee and waivers	 We charge this fee if you do not meet any one of the waiver requirements listed below: The Average Collected Balance in this Account is \$10,000 or more for the previous calendar month. You have met the \$25,000 Monthly Combined Business Balance for the previous calendar month. 				
Pays interest	This is a variable rate interest-bearing demand deposit Account where interest rates and annual percentage yields may change. At our discretion, we may change the interest rate on this Account daily. The interest rate corresponding to the highest tier into which your Collected Balance falls will be paid on the entire Collected Balance. Interest will be compounded daily on the Collected Balance and credited to this Account monthly on the statement period date. Yes¹ The tiers are as follows: \$0.01-\$4,999.99 \$25,000-\$49,999.99 \$250,000-\$499,999.99 \$5,000-\$9,999.99 \$50,000-\$99,999.99 \$500,000-\$999,999.99 \$10,000-\$24,999.99 \$100,000-\$249,999.99 \$1,000,000 or more For current interest rates, ask your BMO Banker for a current Interest Rate Sheet or call 1-888-340-2265.				
 \$0.25 per \$100 in excess of \$20,000 deposited in coin and currency per statement period \$4 per order of coin and currency exceeding 4 orders per statement period \$0.70 per standard strap of currency \$0.04 per piece of non-standard strap of currency \$6 per standard box of coin \$0.20 per roll when a partial box of coin is requested 					
Wire transfer fees	\$0 each \$0 each Foreign incoming wire transfer \$30 each \$50 each Foreign outgoing wire transfer \$50 each \$50 each				
Other transaction fees	First 500 transactions per statement period (non-ATM deposits, checks deposited, checks paid, and ACH credits and debits, excluding BMO Bill Connect ACH transactions) without a per-transaction fee; \$0.40 for each additional transaction.				



Account opening and usage (continued)					
BMO ATMs and Participating ATMs	Free	For deposits, withdrawals, transfers or balance inquiries. All transactions may not be available at all BMO ATMs or at Participating ATMs.			
		We charge this fee for each Non-BMO ATM Transaction in excess of two per statement period. The ATM operator or network may also charge you a surcharge fee for a transaction or balance inquiry.			
Stop payment fee	\$35	Per request or renewal.			
Account closing fee	\$50	If closed within 90 days of Account opening.			
Statements	\$3 for paper statements Or \$0 for paperless statements	We will send you statements monthly. A \$3 paper statement fee will be charged to your Account each statement period that you receive paper statements. This fee will appear as "PAPER STMT FEE" on your statement. This fee will be automatically waived if you opt to go paperless through your BMO Digital Banking or Online Banking for Business preferences.			
Check Images	\$3 with paper statements Or \$0 with paperless statements	We will send you Check Images with your statement if you request them. We will charge you a \$3 fee for this service each statement period even if there are no Check Images for that period unless you opt to go paperless through your BMO Digital Banking or Online Banking for Business preferences. This fee will appear as "IMAGE STMT SURCHARGE" on your statement.			
Special discounts	Discounts on mer	rchant services may be available. Talk to your BMO Banker for details.			

¹ We use the Daily Balance Method to calculate the interest on this Account. This method applies a Daily Rate to the Collected Balance in this Account each day. For all deposits (except for Zelle deposits received after 5:00 p.m. Central Time), interest begins to accrue on the Business Day we receive the deposit in accordance with the Funds Availability Policy for Deposit Accounts in Section 8 of the Agreement. For Zelle deposits received after 5:00 p.m. Central Time, interest begins to accrue on the next Business Day. We reserve the right not to pay interest on any deposited Item that is returned to us as unpaid.



Relationship Package Benefits

To reward our customers for their financial progress, the BMO Elite Business Checking Account provides the following Relationship Package benefits:

	Relationship Package²				
Qualification/Benefit:	Elite Silver	Elite Gold	Elite Platinum	Elite Diamond	
Quarterly Combined Business Balance	<\$100,000	\$100,000 - \$249,999.99	\$250,000 - \$499,999.99	\$500,000+	
Elite Business Money Market ³	N/A	Higher interest rates may be available			
Overdraft Fee rebate ⁴	N/A	N/A	N/A	1 fee per month	
Outgoing Wire Transfer Fee (domestic and international) rebate ⁴	N/A	Up to \$30 per month	Up to \$60 per month	Up to \$120 per month	
Paper Statement Fee waiver⁵	N/A N/A Waived for the calendar quarter				
Additional benefits	Special credit card and other lending product benefits may be available. For current benefits vi bmo.com/elitebusiness			or current benefits visit	

² Access to the benefits and Relationship Package Placement: To access the benefits in a particular Relationship Package, you must have a BMO Elite Business Checking Account. Each BMO Elite Business Checking Account is placed in its own Relationship Package based on the Quarterly Combined Business Balance. Except for the paper statement fee waiver, benefits begin when the BMO Elite Business Checking Account is placed in a Relationship Package and continue through the calendar quarter, regardless of any change in Account balances.

A BMO Elite Business Checking Account is placed in a Relationship Package on the first calendar day of the month after the Account opening (or the account type change) occurs. Your Relationship Package may change on the first day of each subsequent calendar quarter (January 1, April 1, July 1, and October 1) when the Quarterly Combined Business Balance is recalculated for quarterly placement ("Quarterly Placement"). You will receive a welcome communication with the first Relationship Package placement and a quarterly communication with each subsequent Quarterly Placement.

Quarterly Placement	Months included in the Quarterly Combined Business Balance
January 1	October, November, December
April 1	January, February, March
July 1	April, May, June
October 1	July, August, September

- ³ **Elite Business Money Market:** We may offer higher variable interest rates based on a Relationship Package. For current interest rates, ask your BMO Banker for a current Interest Rate Sheet or call 1-888-340-2265.
- Interest rates earned on Elite Business Money Market are based on Relationship Package placement. If the Account Owners' BMO Elite Business Checking Accounts are placed in different Relationship Packages, the best Relationship Package will determine the interest rates earned on the Elite Business Money Market Account. Initially, the Elite Business Money Market Account earns standard interest rates. The Elite Business Money Market Account earns Relationship Package interest rates beginning on the first Business Day of the month after the Account opening (or the account type change) occurs through the end of the calendar quarter. At each Quarterly Placement, the Elite Business Money Market Account earns Relationship Package interest rates beginning on the first Business Day of the calendar quarter through the end of the calendar quarter.
- ⁴ **Fee rebates for Overdraft and Outgoing Wire Transfer Fee:** BMO Elite Business Checking Account fee rebates are based on the Relationship Package assigned to your BMO Elite Business Checking Account when the fee is assessed. Rebates will post to your BMO Elite Business Checking Account by the third Business Day of the following month (e.g., a fee assessed in February will be rebated on the third Business Day in March). If you change your Account type and a fee was assessed while the Account was a BMO Elite Business Checking Account, you will still receive a rebate. If you close your Account and a fee was assessed while the Account was a BMO Elite Business Checking Account, you will not receive a rebate.
- Paper Statement Fee waiver: BMO Elite Business Checking Account paper statement fee will be waived for the calendar quarter following Quarterly Placement. If you change your Account type during the calendar quarter, the fee will only be waived when the Account is a BMO Elite Business Checking Account.



Processing policies and dispute resolution					
Posting order (the order in which Items are credited or debited)	We post transactions in the following order at the end of each Business Day (Monday–Friday except federal holidays): 1. Deposits and other credits received prior to the cut-off times. 2. ATM withdrawals and certain other debits. 3. POS transactions using your Card. 4. ACH transactions. 5. Checks. 6. Bank generated transactions, including fees, interest and surcharge rebates. For more details and to read an example, see Section 2.C of the Agreement.				
Funds availability summary	received, see the Funds Ava receive the image of an Ite deposit. Otherwise, the nex	Cash deposited into this Account. Wire transfers and Direct Deposits into this Account. Checks deposited into this Account. I policy but longer delays may apply. For specific details, including when Items are considered ailability Policy for Deposit Accounts in Section 8 of the Agreement. For Mobile Deposits, if we arm for deposit on or before 7:00 p.m. Central Time on a Business Day, that day will be the day of at Business Day will be the day of deposit. The first \$500 of the deposit will be available one (1) of the deposit. The remainder will be available two (2) Business Days after the day of the deposit.			
Dispute resolution This Account is subject to the arbitration provision set forth in Section 7.EE of the Agreement.					



Insufficient Funds and Overdrafts

Your Account is overdrawn when there is a negative balance that occurs when we pay an Item that you do not have Sufficient Available Funds in your Account to pay when the Item is presented for payment. The Account balance that we use to determine if your Account is overdrawn includes all Items (including bank fees and service charges) that are posted to your Account on the same Business Day whether the Items are paid or returned. In the Agreement, refer to Section 2.B for information on how we determine whether you have Sufficient Available Funds and Section 2.C for information on when Items post to your Account.

At our discretion, we may pay or return all Items that overdraw this Account. When we return an Item unpaid because your Account does not have Sufficient Available Funds, we don't charge a fee. When we pay an Item and your Account does not have Sufficient Available Funds, an Overdraft Fee may be charged.

Overdraft Fee	\$15 per Item (No more than three Overdraft Fees will be charged per Business Day)	You will be charged an Overdraft Fee for each Item we pay when your Account is overdrawn more than \$50 after all Items are posted to the Account. We will not charge you an Overdraft Fee if:
		 The amount of the Item is less than or equal to \$5;
		 Your Account is overdrawn by \$50 or less at the close of the Business Day the Item is presented for payment;
		 Your Account is overdrawn by \$50 or less at the close of the first Business Day after the Item is presented for payment. Deposits may not be available immediately. Please see our Funds Availability Policy for Deposit Accounts in Section 8 of the Agreement for more information;
		• Your Account has already been charged three (3) Overdraft Fees for the applicable Business Day;
		• The Item is a bank fee we assess pursuant to the terms of the Agreement;
		We previously returned the Item unpaid;
		You had Sufficient Available Funds to pay the Item when the Item was authorized.

Optional Overdraft Protection Services						
These are optional services that may be less expensive than overdraft fees.						
Overdraft Funding	Money is transferred automatically from your linked BMO savings, money market or other checking Account. Transfers are subject to funds availability and transfer limitations. You must speak with your BMO Banker to enroll in this service.					
Overdraft Protection Line of Credit	In the event of an overdraft, your line of credit will be accessed automatically up to your available credit limit. You must apply and be approved for the Overdraft Protection Line of Credit.					



Some services are not available at all locations.

ccount Benefits					
BMO ATM and Debit Card	Free				
BMO ATM Mini-Statement	Free				
BMO ATM Transactions	Free				
BMO Bank by Phone	Free				
BMO Digital Banking	Free ⁶				
BMO Total Look	Free				
Combined Statement	Free				
Debit or ATM Card Point-of-Sale (POS) Transactions	Free				
Participating ATMs in the U.S.	Free ⁷				
Signature Guarantee	Free				
Payments and Transfers					
BMO Bill Connect	Varies - see BMO Bill Connect Pricing Schedule				
BMO Business Bill Pay—Payments per Month	First 20 free; \$0.50 for each additional				
BMO Business Bill Pay—Expedited Payment	up to \$15.00				
Telephone Transfer (non-automated)	\$3.00				
ATM and Debit Card					
Debit or ATM Card Expedited Delivery	\$30.00				
Foreign Transaction Fee ^{7,8}	2.8% of the transaction amount				
Checks and Money Orders	necks and Money Orders				
Cashier's Check	\$10.00				
Deluxe® Check Orders	Varies by account type and style				
Money Order (\$1,000 maximum)	\$5.00				
Collection Items (Bond, Note, Sight Draft, Check)					
Coupon Collection	\$10.00 per envelope				
Domestic Collection	\$15.00 + cost ⁹				
Foreign Collection	\$45.00 + cost ⁹				

Statement and Account Servicing				
Account Activity Printout	\$5.00			
Account Balancing / Research	\$40.00 per hour, \$15.00 minimum			
Duplicate Statement	\$5.00			
Photocopy of a Canceled Check	\$5.00			
Night Deposit Services				
Night Deposit Locking Bag	\$20.00			
Night Deposit Locking Bag Replacement Key	\$5.00			
Night Deposit Zipper Bag	\$5.00			
Legal Document Processing				
Citations, Garnishments, Levies and Other Court Orders	\$100.00 + cost ¹⁰			
Miscellaneous				
Check (MICR) Reject	\$0.50			
Deposited Item Returned ¹¹	\$12.00			
Foreign Currency Exchange	\$10.00			
Foreign Currency Order	\$10.00			
Letter of Verification	\$10.00			
Negative Collected Fee	See definition ¹²			
Telephone Inquiry (non-automated)	\$2.00			
Verification of Deposit Form from Third Party	\$5.00			
Non-Customer Check Cashing				

Non-Customer Check Cashing

Cashing a Check of \$50 or More Drawn on BMO \$10.00 per Check

- ⁶ Message and data rates may apply. Contact your wireless carrier for details.
- ⁷ Foreign Transaction Fees will apply at BMO branded ATMs and Allpoint® ATMs located outside of the United States.
- 8 This fee will apply to any transaction initiated in a foreign country whether initiated by the Cardholder while traveling or by a foreign merchant for a purchase a Cardholder makes remotely from the United States, whether or not a currency conversion is required. If a currency conversion is required, a Currency Conversion Assessment will be included in the U.S. dollar transaction amount. See the Deposit Account Agreement - Section 9.A.4 for details.
- ⁹ Cost may include additional correspondent bank fees, collecting bank fees, communication fees, messenger fees and any other costs incurred.
- ¹⁰ Cost may include attorney fees and any other out-of-pocket fees.
- ¹¹ Includes Items deposited by any method, including with a BMO Teller or Customer Service Representative, by mail, depository, Mobile Deposit or BMO ATM. This fee does not apply to CDs.
- 12 Please see definition in the Deposit Account Agreement for Personal and **Business Accounts.**





bmo.com



Deluxe® is providing a special offer through their Deluxe Business Advantage® program. This offer is extended to BMO business checking customers and is available from June 3, 2024 through October 31, 2027.

To take advantage of this offer, talk to your BMO banker or call Deluxe at 1-800-252-3414 and be sure to mention **Promo Code 4333**.

Offer cannot be redeemed for orders placed through deluxe.com, bmo.com, BMO Digital Banking or Online Banking for Business. Offer cannot be applied to personal check orders, shipping and handling, or tax. Please see below for additional conditions and details of this offer.

deluxe.



Exclusive offer from Deluxe®

Good on initial orders of business checking & related products through Deluxe Business Advantage®, such as:

- Checks
- Deposit Tickets
- IntroPacks



- OrderPro® banker ordering: Just select Promo Code 4333 in the Promotion/Package drop-down on the Order Summary page
- Call 800.252.3414: provide Promo Code 4333 to the Deluxe Representative

'50% off applies to initial business checking product order retail price for new business accounts. Remaining product balance must be charged to end customer. Discount does not apply to tax or shipping & handling. The order must include checks or deposit tickets (MICR product). One-time use per customer, multiple promotions cannot be used and it cannot be applied to previously purchased items. Not applicable on deluxe.com orders. Discount cannot be applied towards EZShield, eCheck, tax products, marketing services, software and gift cards. Offer expires 10.31.27.

Accounts are subject to approval and are provided in the United States by BMO Bank N.A. Member FDIC 6/24

Elite Business Money Market **BMO** Business Service Fee Schedule

This BMO Business Service Fee Schedule, the Interest Rate Sheet and the Deposit Account Agreement for Personal and Business Accounts ("Agreement") are part of the Deposit Account Agreement that governs your Account and you should read them. Capitalized terms not defined in this disclosure are defined in the Glossary of the Agreement.

Account opening and usage						
Minimum deposit needed to open Account	\$100 If your balance is zero, we may close your Account.					
Temporary fee waiver	The following fees are waived for the first 60 days after Account opening: monthly maintenance fees, coin and currency fees, wire transfer fees, and check deposited fees, as listed below. This waiver does not apply if your Account is changed to an Elite Business Money Market Account.					
Monthly maintenance fee and waivers	\$15	We charge this fee on the last day of t of \$5,000 or more in this Account for t			ve an Average Coll	ected Balance
Pays interest		This is a variable rate Account where interest rates and annual percentage yields may change. At our discretion, we may change the interest rate on this Account daily. The interest rate corresponding to the highest tier into which your Collected Balance falls will be paid on the entire Collected Balance. Interest will be compounded daily on the Collected Balance and credited to this Account monthly on the statement period date.				
	Yes¹	The tiers are as follows: \$0.01-\$4,999.99 \$25,000-\$49,999.99 \$5,000-\$9,999.99 \$50,000-\$99,999.99 \$10,000-\$24,999.99 \$10,000-\$24,999.99 \$1,000,000 or more For current interest rates, ask your BMO Banker for a current Interest Rate Sheet or call 1-888-340-2265.				
Higher interest rates	Elite Busing Elite Busing standard in the first Bu calendar qu rates begin	fer higher interest rates when you are an ess Money Market Account. Interest rates were Checking Account Relationship Package Iterest rates. The Elite Business Money Masiness Day of the month after the Account Placement, the Elining on the first Business Day of the cales ervice Fee Schedule for BMO Elite Business	earned on the Elite e placement. Initia rket Account earns t opening (or the A ite Business Mone ndar quarter throu	e Business Money I Illy, the Elite Busine S Relationship Pack Account type chang By Market Account of In the end of the o	Market Account are ess Money Market A age interest rates b e) occurs through t earns Relationship talendar quarter. Se	based on BMO Account earns beginning on he end of the Package interest
may be available	BMO ELITE	BUSINESS CHECKING - RELATIONSHIP PACKAGE	ELITE SILVER	ELITE GOLD	ELITE PLATINUM	ELITE DIAMONI
	Quarterly Combined Business Balance required in the BMO Elite Business Checking account and Eligible Business Deposit Accounts		Less than \$100,000	\$100,000 - \$249,999.99	\$250,000 - \$499,999.99	\$500,000 +
	Elite Business Money Market		N/A	Higher in	nterest rates may be	available
	For current interest rates, ask your BMO Banker for a current Interest Rate Sheet or call 1-888-340-2265.					
Transaction limitations	Deposits of any amount are allowed at any time. The number of withdrawals or transfers from money market accounts are unlimited when made in person at BMO, at an ATM, by messenger, transfers for Overdraft Funding, or by a request by mail or speaking to a telephone representative to have a check made payable to you. We limit all other withdrawals or transfers, including those made by Check, POS, ACH, wire, automated telephone banking, online banking, and transfers to repay BMO loans, to a combined total of six per month or monthly statement period.					



Account opening and usage (continued)			
Transaction fees		First 30 checks deposited per statement period without a per-transaction fee; \$0.18 for each additional check deposited. A \$15 charge will be assessed for each transaction that exceeds transaction limitations described above.	
Coin and currency fees	\$4 per or\$0.70 per\$0.04 per\$6 per st	 \$0.25 per \$100 in excess of \$10,000 deposited in coin and currency per statement period \$4 per order of coin and currency \$0.70 per standard strap of currency \$0.04 per piece of non-standard strap of currency \$6 per standard box of coin \$0.20 per roll when a partial box of coin is requested 	
Wire transfer fees	\$15 each \$15 each \$30 each \$50 each	Domestic incoming wire transfer Foreign incoming wire transfer Domestic outgoing wire transfer Foreign outgoing wire transfer	
BMO ATMs and Participating ATMs	Free	For deposits, withdrawals, transfers or balance inquiries. All transactions may not be available at all BMO ATMs or at Participating ATMs.	
Non-BMO ATM Transaction fee	\$3	A Non-BMO ATM Transaction is any transaction conducted at a Non-BMO ATM, including, for example, a withdrawal, transfer, or balance inquiry. We charge this fee for each Non-BMO ATM Transaction, except for a balance inquiry. The ATM owner or operator may also charge you a surcharge fee for a withdrawal, transfer, or balance inquiry.	
Stop payment fee	\$35	Per request or renewal.	
Account closing fee	\$50	If closed within 90 days of Account opening.	
Statements	We will send	We will send you statements with Check Images monthly. Contact us to request Check Images if you are not currently receiving them.	

¹ We use the Daily Balance Method to calculate the interest on this Account. This method applies a Daily Rate to the Collected Balance in this Account each day. For all deposits (except for Zelle® deposits received after 5:00 p.m. Central Time), interest begins to accrue on the Business Day we receive the deposit in accordance with the Funds Availability Policy for Deposit Accounts in Section 8 of the Agreement. For Zelle® deposits received after 5:00 p.m. Central Time, interest begins to accrue on the next Business Day. We reserve the right not to pay interest on any deposited Item that is returned to us as unpaid.

Processing policies and dispute resolution			
Posting order (the order in which Items are credited or debited)	We post transactions in the following order at the end of each Business Day (Monday–Friday except federal holidays): 1. Deposits and other credits received prior to the cut-off times. 2. ATM withdrawals and certain other debits. 3. POS transactions using your Card. 4. ACH transactions. 5. Checks. 6. Bank generated transactions, including fees, interest and surcharge rebates. For more details and to read an example, see Section 2.C of the Agreement.		
	Immediate availability	Cash deposited into this Account.	
	Same day availability	Wire transfers and Direct Deposits into this Account.	
Funds availability summary	Next day availability	Checks deposited into this Account.	
Tunus availability sullilliary	This represents our general policy but longer delays may apply. For specific details, including when Items are considered received, see the Funds Availability Policy for Deposit Accounts in Section 8 of the Agreement. For Mobile Deposits, please see the BMO Digital Banking Agreement.		
Dispute resolution	This Account is subject to the arbitration provision set forth in Section 7.EE of the Agreement.		



Insufficient Funds and Overdrafts

Your Account is overdrawn when there is a negative balance that occurs when we pay an Item that you do not have Sufficient Available Funds in your Account to pay when the Item is presented for payment. The Account balance that we use to determine if your Account is overdrawn includes all Items (including bank fees and service charges) that are posted to your Account on the same Business Day whether the Items are paid or returned. In the Agreement, refer to Section 2.B for information on how we determine whether you have Sufficient Available Funds and Section 2.C for information on when Items post to your Account.

At our discretion, we may pay or return all Items that overdraw this Account. When we return an Item unpaid because your Account does not have Sufficient Available Funds, we don't charge a fee. When we pay an Item and your Account does not have Sufficient Available Funds, an Overdraft Fee may be charged.

You will be charged an Overdraft Fee for each Item we pay when your Account is overdrawn more than \$50 after all Items are posted to the Account. We will **not** charge you an Overdraft Fee if: • The amount of the Item is **less than or equal to \$5**; · Your Account is overdrawn by \$50 or less at the close of the Business Day the Item is presented for payment; \$15 per Item Your Account is overdrawn by \$50 or less at the close of the first Business Day after the (No more than three **Item is presented for payment**. Deposits may not be available immediately. Please see **Overdraft Fee** Overdraft Fees will our Funds Availability Policy for Deposit Accounts in Section 8 of the Agreement for more be charged per Business Day) Your Account has already been charged three (3) Overdraft Fees for the applicable Business The Item is a bank fee we assess pursuant to the terms of the Agreement; We previously returned the Item unpaid; • You had Sufficient Available Funds to pay the Item when the Item was authorized.

Optional Overdraft Protection Services		
These are optional services that may be less expensive than overdraft fees.		
Overdraft Funding	Money is transferred automatically from your linked BMO savings, money market or other checking Account. Transfers are subject to funds availability and transfer limitations. You must speak with your BMO Banker to enroll in this service.	
Overdraft Protection Line of Credit	In the event of an overdraft, your line of credit will be accessed automatically up to your available credit limit. You must apply and be approved for the Overdraft Protection Line of Credit.	



Miscellaneous Service Fees

Read the BMO Business Service Fee Schedule for any additional fee information that applies to your Account.

Some services are not available at all locations.

Account Benefits				
BMO ATM and Debit Card	Free			
BMO ATM Mini-Statement	Free			
BMO ATM Transactions	Free			
BMO Bank by Phone	Free			
BMO Digital Banking	Free ²			
BMO Digital Banking – Mobile Deposit	Free ² (excludes FundsNow)			
BMO Total Look	Free			
Combined Statement	Free			
Debit or ATM Card Point-of-Sale (POS) Transactions	Free			
Participating ATMs in the U.S.	Free ³			
Signature Guarantee	Free			
Payments and Transfers				
BMO Bill Connect	Varies – see BMO Bill Connect Pricing Schedule			
BMO Business Bill Pay—Payments per Month	First 20 free; \$0.50 for each additional			
BMO Business Bill Pay—Expedited Payment	up to \$15.00			
Telephone Transfer (non-automated)	\$3.00			
ATM and Debit Card				
Debit or ATM Card Expedited Delivery	\$30.00			
Foreign Transaction Fee ^{3,4}	2.8% of the transaction amount			
Checks and Money Orders				
Cashier's Check	\$10.00			
Deluxe® Check Orders	Varies by account type and style			
Money Order (\$1,000 maximum)	\$5.00			
Collection Items (Bond, Note, Sight Dra	ift, Check)			
Coupon Collection	\$10.00 per envelope			
Domestic Collection	\$15.00 + cost ⁵			
Foreign Collection	\$45.00 + cost ⁵			
Statement and Account Servicing				
Account Activity Printout	Free			
Account Balancing / Research	\$25.00 per hour, \$10.00 minimum			
Duplicate Statement	Free			
Photocopy of a Canceled Check	Free			

Night Deposit Services	
Night Deposit Locking Bag	\$20.00
Night Deposit Locking Bag Replacement Key	\$5.00
Night Deposit Zipper Bag	\$5.00
Legal Document Processing	
Citations, Garnishments, Levies and Other Court Orders	\$100.00 + cost ⁶
Miscellaneous	
BMO Digital Banking – Mobile Deposit – FundsNow ⁷	2% of the deposit amount for Checks \$100 and over, or \$1.00 for Checks of \$99.99 or less
Check (MICR) Reject	\$0.50
Deposited Item Returned ⁸	\$12.00
Foreign Currency Exchange	\$10.00
Foreign Currency Order	\$10.00
Letter of Verification	Free
Negative Collected Fee	See definition ⁹
Telephone Inquiry (non-automated)	\$2.00
Verification of Deposit Form from Third Party	Free
Non-Customer Check Cashing	

Non-Customer Check Cashing

Cashing a Check of \$50 or More Drawn on BMO \$10.00 per Check

- ² Message and data rates may apply. Contact your wireless carrier for details.
- ³ Foreign Transaction Fees will apply at BMO branded ATMs and Allpoint® ATMs located outside of the United States.
- ⁴ This fee will apply to any transaction initiated in a foreign country whether initiated by the Cardholder while traveling or by a foreign merchant for a purchase a Cardholder makes remotely from the United States, whether or not a currency conversion is required. If a currency conversion is required, a Currency Conversion Assessment will be included in the U.S. dollar transaction amount. See the Deposit Account Agreement Section 9.A.4 for details.
- 5 Cost may include additional correspondent bank fees, collecting bank fees, communication fees, messenger fees and any other costs incurred.
- ⁶ Cost may include attorney fees and any other out-of-pocket fees.
- With the FundsNow service, certain Items deposited through Mobile Deposit may be eligible for immediate availability, including cash withdrawal, for a fee. Eligible Items will be identified at the time of Mobile Deposit, where the applicable fee will also be disclosed. You will always have the option to deposit your Item in accordance with our Standard Processing Time, as disclosed in the BMO Digital Banking Agreement, at no additional charge.
- Includes Items deposited by any method, including with a BMO Teller or Customer Service Representative, by mail, depository, Mobile Deposit or BMO ATM. This fee does not apply to CDs.
- 9 Please see definition in the Deposit Account Agreement for Personal and Business Accounts.







Business Banking CD Pricing Program – Disclosure Addendum Effective Date: October 4, 2024

This Business Banking CD Pricing Program Disclosure Addendum ("Disclosure Addendum") amends the Certificate of Deposit (CD) Account Disclosure ("Account Disclosure") in relation to the minimum balance to open the account and the minimum balance to obtain the Annual Percentage Yield (APY). All other terms in the Account Disclosure remain unchanged.

For your CD with the account number provided in the Account Disclosure, the interest rate and APY are listed below. At maturity date, the CD will renew to the standard CD rate, as disclosed in the Account Disclosure. You may speak with your BMO Business Relationship Manager for current interest rate and term options at renewal.

CD TERM	MINIMUM BALANCE TO OPEN ACCOUNT AND OBTAIN APY*	INTEREST RATE(%)	APY(%)*
3 Month CD	\$100,000	3.682	3.75
6 Month CD	\$100,000	3.922	4.00
9 Month CD	\$100,000	3.922	4.00

^{*} All Interest Rates and Annual Percentage Yields (APY) are accurate as of the Effective Date shown above. Fees or withdrawals will reduce earnings and early withdrawal penalties may apply. Speak with your BMO Business Relationship Manager for current Business Banking CD Pricing Program rate information.

Business Banking CD Pricing Program terms and rates are only available through a BMO Business Relationship Manager and are only valid for the CD with the account number provided in the Account Disclosure for the date matching the Effective Date shown above. CDs may only be closed or funds withdrawn by contacting a branch or our Customer Contact Center at 1-800-546-6101. CD funds may be transferred to another BMO deposit account or a check mailed to the address listed on the CD account.

Accounts are subject to approval and are provided in the United States by BMO Bank N.A. Member FDIC

Certificate of Deposit (CD) Deposit Account Disclosure and Bank Fee Schedule

This Deposit Account Disclosure and Bank Fee Schedule and the Deposit Account Agreement for Personal and Business Accounts ("Agreement") are part of the Deposit Account Agreement that governs your Account and you should read them. Capitalized terms not defined in this disclosure are defined in the Glossary of the Agreement.

Account opening and usage		
Minimum deposit needed to open Account	Varies	The minimum deposit to open this CD is based on the initial term of the CD you selected and was made available to you before you submitted your application.
Pays interest	Yes ¹	For standard CDs, Online CDs, CD Specials, Add-On CDs and Bump Rate CDs we provide our interest rates and Annual Percentage Yields (APYs) on our web page and we made them available to you before you submitted your application. For Step Rate CDs we provide our interest rate and APY for each step and blended APY for each CD on our web page and we made them available to you before you submitted your application.
		For standard CDs, Online CDs, CD Specials, and Add-On CDs, you will be paid this rate until the maturity date of your CD. For Bump Rate CDs you will be paid this rate until the maturity date of your CD unless you elect to change the interest rate according to the Transaction Limitations below. For Step Rate CDs you will be paid these rates for each step until the maturity date of your CD. The APY (and blended APY for Step Rate CDs) assumes interest and principal remains on deposit until maturity. A withdrawal will reduce earnings.
		For all CDs with maturities less than one year, interest for your Account will be compounded daily and will be credited to your CD at maturity. For all CDs with maturities one year or greater, interest for your Account will be compounded daily and will be credited to your CD quarterly.
Transaction Limitations – all CDs	Each CD is treated as a separate Account with its own interest rate and maturity. During the 10 calendar day grace period after maturity, additional funds may be added and withdrawals may be made. For CDs opened online, funds may not be withdrawn for 15 calendar days after funding.	
Transaction Limitations – all CDs excluding Add-On CDs	You cannot make additional deposits into or withdrawals from this Account until the maturity date.	
Transaction Limitations – Add-On CDs	You cannot make withdrawals from this Account until the maturity date. You may make additional deposits into this Account during the term of the CD and during the grace period. During the term of the CD, additional deposits may only be made by transfer from a BMO deposit Account through mobile banking, telephone banking, a transfer request at a branch, and when you sign into your online banking account at bmo.com . Deposits of cash or checks and ACH deposits directly into this Account are not permitted. The balance in your Account cannot exceed \$100,000 excluding interest. Deposits that would cause the principal balance of this Account to exceed \$100,000 (excluding interest) will be credited back to your transfer from account without an early withdrawal penalty.	
Transaction Limitations – Bump Rate CDs	You may elect to change the interest rate and APY one time during the term of this CD to the standard CD rate (Special Promotional CD rates may not be used) in effect for the then remaining term of this CD. You may not change the interest rate in the first 12 months of the CD or after the CD renews to a standard CD.	

¹ We use the Daily Balance Method to calculate the interest on this Account. This method applies a Daily Rate to the Collected Balance in this Account each day. For all deposits (except for Zelle® deposits received after 5:00 p.m. Central Time), interest begins to accrue on the Business Day we receive the deposit in accordance with the Funds Availability Policy for Deposit Accounts in Section 8 of the Agreement. For Zelle® deposits received after 5:00 p.m. Central Time, interest begins to accrue on the next Business Day. We reserve the right not to pay interest on any deposited Item that is returned to us as unpaid.



Mat	turity, renewal, closing and withdrawal methods, and grace period
Automatic renewal – Standard CDs	At the maturity date, a standard CD will automatically renew to a standard CD of equal term at the then current interest rate and APY for that term and current balance as shown on the then current rate sheet. If the CD is renewed at maturity to a new CD with less than \$1,000, it will be paid a rate of 0.010% with a 0.01% APY.
Automatic renewal – Online CDs	At the maturity date, an Online CD will automatically renew to an Online CD of equal term at the then current interest rate and APY for that term and current balance as shown on bmo.com . If the CD is renewed at maturity to a new CD with less than \$1,000, it will be paid a rate of 0.010% with a 0.01% APY.
Automatic renewal – CD Specials	At the maturity date: • a 7 month CD Special will automatically renew to a 6 month standard CD • a 11 month CD Special will automatically renew to a 9 month standard CD • a 13 month CD Special will automatically renew to a 1 year standard CD • a 15 month CD Special will automatically renew to a 1 year standard CD • a 19 month CD Special will automatically renew to a 18 month standard CD • a 25 month CD Special will automatically renew to a 2 year standard CD • a 31 month CD Special will automatically renew to a 30 month standard CD • a 35 month CD Special will automatically renew to a 3 year standard CD • a 40 month CD Special will automatically renew to a 3 year standard CD • a 49 month CD Special will automatically renew to a 4 year standard CD • a 55 month CD Special will automatically renew to a 4 year standard CD • a 59 month CD Special will automatically renew to a 4 year standard CD • a 59 month CD Special will automatically renew to a 4 year standard CD • a 60 month CD Special will automatically renew to a 4 year standard CD • a 61 month CD Special will automatically renew to a 4 year standard CD • a 62 month CD Special will automatically renew to a 4 year standard CD • a 63 month CD Special will automatically renew to a 4 year standard CD • a 64 month CD Special will automatically renew to a 4 year standard CD • a 65 month CD Special will automatically renew to a 4 year standard CD • a 65 month CD Special will automatically renew to a 4 year standard CD
Automatic renewal – Add-On CDs	At the maturity date, a 12-23 month Add-On CD will automatically renew to a 1 year standard CD; a 24-35 month Add-On CD will automatically renew to a 2 year standard CD; a 36-47 month Add-On CD will automatically renew to a 3 year standard CD; and a 48-59 month Add-On CD will automatically renew to a 4 year standard CD – each at the then current interest rate and APY for the relevant term and current balance as shown on the then current rate sheet. If the CD is renewed at maturity to a new CD with less than \$1,000, it will be paid a rate of 0.010% with a 0.01% APY.
Automatic renewal – Bump Rate CDs	At the maturity date, a 24-35 month Bump Rate CD will automatically renew to a 2 year standard CD; a 36-47 month Bump Rate CD will automatically renew to a 3 year standard CD; a 48-59 month Bump Rate CD will automatically renew to a 4 year standard CD; and a 5 year+ Bump Rate CD will automatically renew to a 5 year standard CD – each at the then current interest rate and APY for the relevant term and current balance as shown on the then current rate sheet. If the CD is renewed at maturity to a new CD with less than \$1,000, it will be paid a rate of 0.010% with a 0.01% APY.
Automatic renewal – Step Rate CDs	At the maturity date, a 3 year Step Rate CD will automatically renew to a 3 year standard CD (non-Step Rate CD); a 4 year Step Rate CD will automatically renew to a 4 year standard CD (non-Step Rate CD); a 5 year Step Rate CD will automatically renew to a 5 year standard CD (non-Step Rate CD); a 6 year Step Rate CD will automatically renew to a 5 year standard CD (non-Step Rate CD) – each at the then current interest rate and APY for the relevant term and current balance as shown on the then current rate sheet. If the CD is renewed at maturity to a new CD with less than \$1,000, it will be paid a rate of 0.010% with a 0.01% APY.
CD closing and withdrawal methods	CDs may only be closed or funds withdrawn by contacting a branch or our Customer Contact Center at 1-800-546-6101. CD funds may be transferred to another BMO deposit account or a check mailed to the address listed on the CD Account.
Grace period	You will have a grace period of 10 calendar days after the maturity date to withdraw funds without being charged an early withdrawal penalty. If you close your CD during the grace period, it will not earn interest after the maturity date. We will send you a pre-maturity reminder and a confirmation of the renewal.



Early withdrawal penalty

When you make a deposit to any one of our CD products, you agree to keep the funds on deposit until the maturity date. The maturity date is the first day you can change the term or make a withdrawal without paying an early withdrawal penalty. We reserve the right to permit withdrawals of principal only upon maturity. If we permit you to make an early withdrawal of principal before maturity, you will pay an early withdrawal penalty. The penalty is calculated using the interest rate applicable to the CD at the time of early withdrawal. If the amount of the penalty exceeds the amount of your accrued and unpaid interest, then a reduction of principal would be required in order to pay the penalty.

Early withdrawal penalty	CD Term	Interest Penalty
	1 month (7-59 days)	You will be charged all interest earned
	2 months-11 months (60 days-up to and including 364 days)	You will be charged 90 days interest
	12-23 months	You will be charged 180 days interest
	24-35 months	You will be charged 270 days interest
	36-47 months	You will be charged 365 days interest
	48 months or longer	You will be charged 545 days interest
Penalty waivers	 The penalty will be waived in the following circumstances: Any Account Owner of the CD passes away. Any Account Owner of the CD is judicially declared legally incompetent. Any Account Owner of the CD has separate CDs with an FDIC-insured bank and that bank merges with BMO, and within one year of the merger the Account Owner withdraws the amount of the combined CD balances that exceed FDIC deposit insurance coverage. However, please note that the FDIC may only insure CDs separately for six months after the date of the merger and any amount OF YOUR COMBINED DEPOSIT BALANCES in excess of the FDIC deposit insurance coverage will not be insured after such date. Additional information regarding FDIC deposit insurance coverage can be found at FDIC.gov. The CD has a feature where it will automatically renew at maturity and the withdrawal is made during the 10 calendar day grace period after the maturity date of the CD. 	



Bank Fee Schedule

Read the Deposit Account Disclosure for additional fees and fee waivers that may apply to your Account. Some services are not available at all locations.

Account Benefits				
BMO ATM and Debit Card	Free			
BMO ATM Mini-Statement	Free			
BMO ATM Transactions	Free			
BMO Bank by Phone	Free			
BMO Bill Pay	Free (excludes expedited payments)			
BMO Digital Banking	Free ²			
BMO Digital Banking – Mobile Deposit	Free ² (excludes FundsNow)			
BMO Total Look	Free			
Combined Statement	Free			
Debit or ATM Card Point-of-Sale (POS) Transactions	Free			
Participating ATMs in the U.S.	Free ³			
Wire Transfer—Incoming	Free			
Payments and Transfers				
BMO Bill Pay—Expedited Payment	Up to \$15.00			
Wire Transfer—Outgoing Domestic ⁴	\$30.00			
Wire Transfer—Outgoing International ⁴	\$50.00			
ATM and Debit Card				
Debit or ATM Card Expedited Delivery⁵	\$30.00			
Foreign Transaction Fee ^{3,5,6}	2.8% of the transaction amount			
Checks and Money Orders				
Cashier's Check	\$10.00			
Deluxe® Check Orders	Varies by account type and style			
Money Order (\$1,000 maximum)	\$5.00			
Collection Items (Bond, Note, Sight Draft, Check)				
Coupon Collection	\$10.00 per envelope			
Domestic Collection	\$15.00 + cost ⁷			
Foreign Collection	\$45.00 + cost ⁷			

Statement and Account Servicing				
Account Activity Printout	Free			
Account Balancing / Research	\$25.00 per hour, \$10.00 minimum			
Duplicate Statement	Free			
Photocopies of Canceled Checks	Free			
Miscellaneous				
BMO Digital Banking – Mobile Deposit – FundsNow ⁸	2% of the deposit amount for Checks \$100 and over, or \$1.00 for Checks of \$99.99 or less			
Special Letter (Immigration, Verification of Deposit, etc.)	Free			
Verification of Deposit Form from Third Party	Free			
Legal Document Processing				
Citations, Garnishments, Levies and Other Court Orders	Up to \$100.00			
Retrieval Fee for Legal Documents in Storage	Up to \$50.00			
Non-Customer Check Cashing				
Cashing a Check of \$50 or More Drawn on BMO	\$10.00 per Check			

- ² Message and data rates may apply. Contact your wireless carrier for details.
- ³ Foreign Transaction Fees will apply at BMO branded ATMs and Allpoint® ATMs located outside of the United States.
- ⁴ This fee does not apply to CDs and IRAs.
- ⁵ This fee does not apply to the BMO Wealth Management World Debit
- ⁶ This fee will apply to any transaction initiated in a foreign country whether initiated by the Cardholder while traveling or by a foreign merchant for a purchase a Cardholder makes remotely from the United States, whether or not a currency conversion is required. If a currency conversion is required, a Currency Conversion Assessment will be included in the U.S. dollar transaction amount. See the Deposit Account Agreement - Section 9.A.4 for details.
- ⁷ Cost may include additional correspondent bank fees, collecting bank fees, communication fees, messenger fees and any other costs incurred.
- 8 With the FundsNow service, certain Items deposited through Mobile Deposit may be eligible for immediate availability, including cash withdrawal, for a fee. Eligible Items will be identified at the time of Mobile Deposit, where the applicable fee will also be disclosed. You will always have the option to deposit your Item in accordance with our Standard Processing Time, as disclosed in the BMO Digital Banking Agreement, at no additional charge.





24-0697_011_ Certificate of Deposit ACC

ITEM #10.A

General Manger's Report

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: March 04, 2025 AGENDA ITEM NO. 10.A

SUBJECT: GENERAL MANAGERS REPORT

STAFF CONTACT:

Adam Coyan, General Manager

MEETINGS:

- Dan York
- SSWD Staff
- Forsgren
- SSWD/ DPMWD joint board meeting
- Starbucks Developers
- Chik-fil-A Developers
- Small Claims Court
- IN Communications
- PlanWest Partners, Inc.

WORK:

Well #9

Work Completed:

- The generator has been delivered and has been set on its stand
- The ATS has been placed on it's concrete base and conduit has been ran
- The trench for the gas line has been dug

Upcoming Work:

- Installation of the gas meter.
- Pulling all conductors and making connections
- Coordinating electrical and generator inspections
- Start-up, testing and training.
- Final submittal generator testing documentation
- Certificate of Substantial Completion

GENERAL:

- Prepared for board meeting and joint board meeting including staff reports and support information.
- Coordinated with SSWD
- State Water Resource Control Board water quality reports and drought reports